

## (10417.) NELSON, WESTLAND, AND CANTERBURY ELECTRICAL WORKERS.—AWARD.

[Filed in Office of Clerk of Awards, Christchurch.]

In the Court of Arbitration of New Zealand, Nelson, Westland, and Canterbury Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

## CANTERBURY INDUSTRIAL DISTRICT.

Aabbey Taxi Service Station, Latimer Square, Christchurch  
 Ashburton Electric-power Board, Ashburton  
 Auton, C., 446 Cashel Street, Christchurch  
 Bailey, T., 27 Leinster Road, Merivale, Christchurch  
 Banks Peninsula Power Board, Banks Peninsula  
 Barter, J., 13 Abberley Road, Christchurch  
 Baughen, A. H., Middle Road, Ashburton  
 Beaumont, C., 24 Tavender Street, Woolston, Christchurch  
 Berry, R. E., Electrical Engineer, 165 Manchester Street, Christchurch  
 Black, H., 10 North Road, Papanui, Christchurch  
 Bootherstone, W., Electrician, 95 Montreal Street, Christchurch  
 Borthwick, Thos., and Son, Ltd., Frozen Meat Co., Gloucester Street, Christchurch  
 Boucher, J., Darfield  
 Brighton, J., 26 Albert Street, Linwood, Christchurch  
 Brosnan, K., 246 Durham Street, Christchurch  
 Brown Bros., 641 Colombo Street, Christchurch  
 Burrows, G. R., Methven  
 Burt, A. and T., Ltd., Electricians and Engineers, 150 Tuam Street, Christchurch  
 Burton, W. C., 36 Belt Road, Ashburton  
 Butterfield, W. G., 256 Hazeldean Road, Christchurch  
 Canterbury Auto Electric Service, Ltd., 149 Gloucester Street, Christchurch  
 Canterbury Frozen Meat Co., Ltd., Cashel Street, Christchurch  
 Carr and Seager, Electricians, Stafford Street, Timaru  
 Christchurch Battery Co., 94 Gloucester Street, Christchurch  
 Christchurch Hospital Board, Christchurch  
 Christchurch Tramway Board, Falsgrave Street, Christchurch  
 Chudley, H. E., 202 Montreal Street, Christchurch  
 Clark and Son, 139A Worcester Street, Christchurch  
 Clark, Francis, Electrical Engineer, 160 Hereford Street, Christchurch  
 Cochrane, J., Tancred Street, Ashburton  
 Cotter and Co., Electricians, 158 High Street, Christchurch  
 Cowell and Dore, corner St. Asaph and Antigua Streets, Christchurch  
 Cowell, H., 26 Walker Street, Christchurch  
 Craig, C. J., 29 Hawthorne Street, Christchurch  
 Curtis, C., Chester Street, Christchurch  
 Daly, R. T., 14 Princess Street, Riccarton, Christchurch  
 Dixon, A., 11 Lingard Street, Christchurch  
 Dow, A., 88 Ferry Road, Christchurch  
 Emmett, A., Hilton Street, Kalapoi  
 Ferrand, H. C., 107 Clarence Road, Christchurch  
 Forscutt, S. B., 14 Montreal Street, Christchurch  
 Freeman and Toon, 27 Lichfield Street, Christchurch  
 Garrard, Nelson, Princess Street, Ashburton  
 Gillies, A., 158 Springfield Road, Christchurch  
 Gough, Gough, and Hamer, Ltd., 236 Tuam Street, Christchurch

Hannah, T. G., 157 Hereford Street, Christchurch  
 Harris, A. R., Edison Battery Depot, Dundas Street, Christchurch  
 Holden, P., 169 Rolleston Street, Christchurch  
 Homersham, L., 273 River Road, Christchurch  
 Humm, E., 112 Riccarton Road, Christchurch  
 Ingham, W. P., 2 William Street, Christchurch  
 Jones, T., and Co., 145 Tuam Street, Christchurch  
 Kaiapoi Borough Council, Kaiapoi  
 Kaikoura County Council, Kaikoura  
 Keig, P. G., 15 Cliff Street, Sumner  
 Lane, J. V., 63 Perth Street, Christchurch  
 Lintern, H. C., Geraldine  
 Lyttelton Borough Council, Lyttelton  
 Lyttelton Harbour Board, Lyttelton  
 Mahon, H. T., 146 Canon Street, St. Albans, Christchurch  
 Malvern Electric-power Board, Darfield  
 Moody Battery Co., Ltd., 143 Tuam Street, Christchurch  
 McBrearty, P., High Street, Rangiora  
 National Electrical and Engineering Co., Ltd., 150 High Street, Christchurch  
 Newton, H., 46 Sheldon Street, Sumner, Christchurch  
 Newton, H. L. J., 482 Colombo Street, Christchurch  
 New Zealand Farmers' Co-operative Association of Canterbury, Ltd., Christchurch and Ashburton  
 New Zealand Refrigerating Co., Ltd., 159 Hereford Street, Christchurch  
 Ockenden, S., 215A Gloucester Street, Christchurch  
 Olsen, J. H., 2 Field Street, Christchurch  
 Pitcaithly, G. L., Ross Terrace, Lyttelton  
 Press Publishing Co., Ltd., Worcester Street, Christchurch  
 Roberts, J. H., 31 Tilford Street, Woolston, Christchurch  
 Rowe Bros., Sumner  
 Rush, G., Church Street, Timaru  
 Russell and Co., Ltd., Ashburton  
 Sandelin, O., 196 Chester Street, Christchurch  
 Schumacher and Co., Ltd., 172 Gloucester Street, Christchurch  
 Scott, A. W., 121 Weston Road, Christchurch  
 Scott Bros., Ltd., 65 Manchester Street, Christchurch  
 Seymour and Turnbull, Battery Service Station, 60 Oxford Terrace, Christchurch  
 Smail, J. I., 20 Victoria Street, Christchurch  
 South Canterbury Electric-power Board, Sophia Street, Timaru  
 Springs-Ellesmere Power Board, Leeston  
 Strange, A. E., 404 Worcester Street, Christchurch  
 Sumner Borough Council, Sumner  
 Tai Tapu Dairy Co., 186 Moorhouse Avenue, Christchurch  
 Theatre and Display Equipment Co., 139A Manchester Street, Christchurch  
 The Electric Storage Battery Co., Ltd., 169 Armagh Street, Christchurch  
 Thomas Battery Co., Stafford Street, Timaru  
 Thompson, J., care of Wheeler and Thompson, High Street, Rangiora  
 Timaru Borough Council, Timaru  
 Turnbull and Jones, Ltd., 178 Cashel Street, Christchurch  
 Turner, P. S., 302 Worcester Street, Christchurch  
 Urlwin, H. C., 64 Woodham Road, Linwood, Christchurch  
 Vague, J., Electrical Contractor, Temuka  
 Vigilant Automatic Fire-alarm Co., Ltd., 183 Cashel Street, Christchurch  
 Wagstaff, W., 221 Barbadoes Street, Christchurch  
 Watsons Ltd., 265 Tuam Street, Christchurch  
 Whittington, W. L., 5 Buckleys Road, Linwood, Christchurch  
 Wilkinson and Co., Ltd., 137 Cranford Street, St. Albans, Christchurch  
 Wilkinson, J. M., 33 Retreat Road, Christchurch

Wood, J. C., White Street, Timaru  
 Wooff and Salveson, Lichfield Street, Christchurch  
 Young Bros., Stafford Street, Timaru

WESTLAND INDUSTRIAL DISTRICT.

Auton and Thompson, Electricians, Greymouth  
 Dispatch Foundry Co., Tainui Street, Greymouth  
 Grey Electric-power Board, Mackay Street, Greymouth  
 Hart, J., Arney Street, Greymouth  
 Jones, M., William Street, Greymouth  
 Kanieri Electric Co., Hokitika  
 Smail, J. I., Mackay Street, Greymouth  
 Tomlinson and Gifford, Revell Street, Hokitika  
 Veale, E., Taylorville, Greymouth  
 Westland Power, Ltd., Hokitika

NELSON INDUSTRIAL DISTRICT.

Anchor Shipping and Foundry Co., Ltd., Port Nelson  
 Dagleish, N. S., Electrician, Nelson  
 Evans, L. B., Richmond, Nelson  
 Flatt, H. I., Plumber and Electrician, Bridge Street, Nelson  
 Gatward and Bourne, Hardy Street, Nelson  
 Kenning, W. A., Motor and Electrical Engineer, Hardy Street, Nelson  
 Kershaw's Engineering Works, Waimea Street, Nelson  
 Lane, W. K., High Street, Motueka  
 Richards and Co., Electricians, Bridge Street, Nelson

and

The New Zealand Council of the Amalgamated Engineering and Allied  
 Trades Industrial Association of Workers

(hereinafter called "the union").

THE COURT of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention

of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 24th day of August, 1933, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 28th day of March, 1933.

[L.S.]

F. V. FRAZER, Judge.

#### SCHEDULE.

##### *Interpretation.*

1. (a) "Electrical workers' work" shall mean and include the manufacturing, constructing, erecting, installing, and repairing of all classes of electric lighting and power appliances, and of any other appliances which require a practical knowledge of electricity, and including all work which comes within the scope of the New Zealand Government Electrical Supply and Wiring Regulations.

(b) Nothing contained in this award shall apply to the construction, erection, or repairing of the mechanical operation of the above-mentioned appliances or machinery by a mechanical engineer or to a motor electrician, as defined in the Motor Mechanics' award; but nothing in this subclause shall be construed as in itself authorizing the employment of a mechanical engineer on electrical workers' work.

(c) Nothing in this award shall apply to workers who are covered by the Canterbury Power Board Linesmen and Linesmen's Assistants' award, while employed on linesmen's work.

##### *Hours of Work.*

2. Forty-four hours shall constitute a week's work. The working-hours shall be between the hours of 8 a.m. and 5 p.m. on five days of the week, and between the hours of 8 a.m. and noon on Saturday of each week.

##### *Wages.*

3. (a) The minimum rate of wages shall be 1s. 10½d. per hour.

(b) *Chargemen*: Any worker who is placed in charge of work on which three or more journeymen are employed shall be paid not less than 2s. 0½d. per hour while so employed.

(c) All wages shall be paid weekly, not later than Friday, and within the employer's time. Notwithstanding the foregoing, employees employed by country Power Boards may be paid fortnightly.

(d) All wages shall be paid on the dismissal of the worker or when the worker leaves of his own accord.

#### *Dirt-money.*

4. (a) Dirt-money at the rate of 1s. 6d. per day or portion of a day shall be paid for all work done by any worker covered by the provisions of this award in cement-works, chemical-works, soap-works, foundries, tunnels, or repairing damage done by fire, where the worker comes into contact with charred materials, or in freezing-chambers while freezing is being carried on, or storage-battery work. Other work, such as dirty installation work or dirty demolition work, which may be agreed upon as coming under the term "dirty work" shall be paid for at the same rate.

(b) Any worker employed on battery work shall be supplied with rubber gloves and gum boots where necessary.

#### *Overtime.*

5. (a) All work done in excess of or outside of the hours mentioned in clause 2 hereof shall count as overtime, and shall be paid for at the rate of time and a half.

(b) No worker shall be required to work more than five hours continuously without a meal.

(c) No worker shall work continuously for more than twenty-four hours, including meal-time, except by mutual agreement by the worker and his employer.

(d) Any worker having worked all day and night and being required to continue working on into the next day shall be paid time and a half rates for all such time worked in excess of the first eight hours.

(e) Meal-money: Employers shall allow meal-money at the rate of 1s. 3d. per meal when workers are called upon to work overtime after 6 p.m. on five days of the week, or after 1 p.m. on the day of the usual half-holiday, provided that such workers cannot reasonably get home to their meals.

(f) Supper and crib time when working overtime shall be paid for.

(g) If a worker is called from his home to work outside of the ordinary hours, or on Sundays or holidays, then he shall, in addition to his wages, be paid for time reasonably occupied by him in travelling from and returning to his home. The minimum period in respect of which any payment shall be made under this subclause for travelling-time and overtime shall be one hour.

#### *Holidays.*

6. (a) For work done on Sunday, Christmas Day, Good Friday, and Anzac Day double rates shall be paid. For work done on New Year's Day, Easter Monday, Sovereign's Birthday, Labour Day, and Boxing Day time and a half rates shall be paid.

(b) In the case of the Nelson Province, Anniversary Day may be substituted for the Sovereign's Birthday.

(c) Notice of closing down for Christmas holidays shall be placed in a conspicuous place at least three days before the holidays.

#### *Night Shifts.*

7. (a) A "night shift" shall mean a shift of eight hours worked between the ordinary time of leaving off work in the evening and the starting of work in the morning. One day and one night shift only shall be worked during each twenty-four hours. Should any worker be required to work on any night shift for less than three nights in succession he shall be paid for such work at overtime rates.

(b) Workers engaged on night shift shall be paid 3s. per shift extra if working on three or more consecutive nights.

(c) Any worker having worked all night and day and being required to continue working on into the next night shall be paid at overtime rates for all such time worked.

#### *Light and Shelter.*

8. In all cases where artificial light is required in or on dock or ship work, electric light shall be supplied where available, and proper shelter shall be provided and erected in wet weather, and also proper staging.

#### *Accidents.*

9. (a) A modern first-aid emergency case, fully equipped, shall be kept in a convenient and accessible place in every works, also convenience for a supply of clean hot water at short notice.

(b) A suitable ambulance first-aid outfit shall be available for any worker to take when employed on outside work.

#### *Outside Work.*

10. Work done elsewhere than at the shop of the employer, and over two miles and a half from Cathedral Square in the case of Christchurch, or from the chief or principal post-office in any other city or town, shall be considered suburban work, and journeymen employed thereon shall either proceed to and from such work or they shall be conveyed to and from such work at the expense of the employer, as the employer shall determine. Time reasonably occupied by the workers in travelling, or time occupied in conveying the workers to and from such work beyond the two and a half miles, shall be allowed and paid for by the employer. No journeyman residing less than two miles and a half from the place where the work is to be performed shall be entitled to the allowance mentioned in this clause. For the purposes of this clause all distances shall be measured by the nearest convenient mode of access for foot-passengers.

*Bicycle Allowance.*

11. Workers using their own bicycles in connection with the employer's business, and with his consent, shall be paid 1s. 6d. per week bicycle allowance.

*Country Week.*

12. (a) "Country work" shall mean work performed by a worker which necessitates his lodging elsewhere than at his usual place of residence.

(b) When a worker is employed at such work that he is unable to return to his home at night, suitable board and residence shall be provided at the employer's expense.

(c) Travelling-time shall be paid for at ordinary rates, but not to a greater amount than eight hours in a day.

(d) When a worker is required to travel by steamer, second saloon fare shall be provided. When travelling by train, second-class fares shall be provided.

(e) Where a worker is employed at country work at such distance that he is unable to return to his home at night, he shall be permitted to agree with his employer to work overtime at ordinary rates.

*General Provisions.*

13. (a) Employers shall provide their employees with metal-pots, conduit-fitting tools, vice, files, blow-lamps, hacksaw blades, drills, and key-hole-saw blades.

(b) Any worker subject to this award must devote the whole of his working-time to the best interests of his employer.

(c) During the period of his employment, a worker shall not use any of the tools or materials of his employer for work other than that assigned him by his employer.

(d) The worker shall be responsible for all tools and materials supplied to him, and shall make good any loss (fair wear-and-tear or fire loss excepted), provided that where necessary the employer supplies facilities for locking up such tools and material securely.

*Access to Workshops.*

14. The union secretary may, with the consent of the employer, interview any worker on matters coming within the scope of this award.

*Matters not provided for.*

15. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving

written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

*Preference.*

16. (a) If any employer shall since the 23rd day of November, 1928, have engaged or shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within seven days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b) The provisions of this clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union, upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 9d. per week, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

(c) The assessors request that employers, when desired by the secretary of the union, shall supply a list of the workers employed coming within the scope of this award; such list not to be supplied more often than once in each month.

*Under-rate Workers.*

17. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.



(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

#### *Exemptions.*

18. (a) The North Canterbury Hospital Board is exempted from all the provisions of this award so long as it pays to the workers employed who come within the scope of this award the rates of wages and rates for overtime for work performed in excess of the total number of hours per day as are provided for in this award.

(b) Freezing companies shall not be bound by this award in respect of their respective foremen electricians, and other electricians permanently employed by them, provided such workers are paid not less than the rates of wages prescribed by this award.

(c) The Christchurch Press Co., Ltd., shall be bound by this award only in relation to electrical workers who work at any of the operations coming within the scope of clause 1 of this award.

(d) The South Canterbury Electric-power Board is exempted in respect of licensed wiremen permanently employed on maintenance work from the provisions of clauses 3, 5, 6, 7, and 15 hereof, provided:—

- (1) (a) That senior licensed men in charge of outlying districts are paid £6 10s. per week of forty-four hours.
- (b) That junior licensed men are paid £5 10s. per week of forty-four hours.
- (2) That all time worked in excess of or outside of the hours prescribed in clause 2 shall either be paid for at overtime rates or the worker granted equivalent time off. Such time off shall be mutually arranged within each pay period.
- (3) (a) That married men under subclause (1) hereof shall be provided with five-roomed bungalow with all conveniences, at a rental of £1 2s. 6d. per week.
- (b) That single men under subclause (1) hereof shall be provided with free use of quarters provided by the Board, with electricity for cooking, lighting, and heating, &c.
- (c) That all wages be paid fortnightly.

- (4) That one week's notice on either side shall terminate the employment.
- (5) That the Board shall have the right to engage employees without reference to the union, provided all workers employed shall become members of the union.
- (6) That each man in addition to statutory holidays shall be given a fortnight's holiday on full pay after the completion of each year's service. Should any employee be dismissed, he shall be paid at ordinary rates for such proportion of his holidays as shall then have accrued.

(e) Nothing in this award shall apply to workers employed by radio-dealers as radio servicemen, and whose duties are restricted to servicing wireless instruments, provided that such servicemen's duties are limited to servicing radio instruments at the place of their installation, provided also such serviceman holds a certificate of limited registration issued by the Electrical Wiremen's Registration Board of New Zealand.

*Scope of Award.*

19. This award shall operate throughout the Nelson, Westland, and Canterbury Industrial Districts.

*Term of Award.*

20. This award, in so far as it relates to wages, shall be deemed to have come into force on the 24th day of February, 1933, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 24th day of August, 1933.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 28th day of March, 1933.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court related to under-rate workers. The Court has not altered paragraph (5) of subclause (d) of clause 18, as it represents an agreement of the parties, but is bound to point out that it is *ultra vires*. In other respects the award embodies the recommendations of the Conciliation Council, as amended at the hearing, which the parties agreed to accept.

Any party desiring to make application for exemption from the provisions of this award will be heard when the Court next visits the district in which such party resides.

F. V. FRAZER, Judge.