

(10488.) CANTERBURY ELECTRIC-POWER BOARDS' LINESMEN AND LINESMEN'S ASSISTANTS.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and of section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, this 21st day of June, 1933, embodies the terms of the settlement arrived at by the assessors appointed for the hearing of the industrial dispute between the Christchurch Branch of the Amalgamated Engineering and Allied Trades Industrial Union of Workers (hereinafter called "the union") of the one part, and the undermentioned Electric-power Boards (hereinafter called "the employers") of the other part, whereby it is mutually agreed by and between the said assessors as set out in the schedule hereto.

Ashburton Electric-power Board, Ashburton.

Banks Peninsula Electric-power Board, Little River.

Malvern Electric-power Board, Darfield.

South Canterbury Electric-power Board, Woolcombe Street, Timaru.

North Canterbury Electric-power Board, Rangiora.

Springs-Ellesmere Electric-power Board, Leeston.

SCHEDULE.—TERMS OF SETTLEMENT.

Definition.

(1) (a) "Linemen's work" means and includes the complete installation of overhead electric light and power mains from the supply-station to the point of connection of the consumer's premises, the erection and connecting-up of street-lamps, and all repair work in connection with overhead mains.

(b) "Linesmen's assistants' work" means and includes the carrying-out of all necessary work in assisting linesmen at work included in subclause (a) hereof.

(c) "Labourers' work" means and includes all work other than linesmen's or linesmen's assistants' work as defined herein.

(d) "Workers" means and includes linesmen, linesmen's assistants, and labourers.

Wages.

2. (a) All wages shall be paid as may be agreed upon between the employer and the workers concerned.

(b) Linesmen shall be paid at the rate of not less than 1s. 10d. per hour.

(c) Linesmen's assistants shall be paid at the rate of not less than 1s. 7½d. per hour.

(d) Labourers shall be paid at the rate of not less than 1s. 6d. per hour.

Hours of Work.

3. (a) Forty-four hours shall constitute one week's work, exclusive of travelling-time.

(b) The working-hours shall be eight hours per day on five days of the week, and four hours on the day of the half-holiday.

(c) Travelling-time shall be paid for at ordinary rates.

(d) Every endeavour shall be made to find work for regular hands during wet weather.

Overtime.

4. (a) All time worked in excess of the hours mentioned in clause 3 hereof shall be paid for at the rate of time and a quarter for the first three hours and time and a half thereafter.

(b) If at any time a worker is called out after having ceased work, then the time so worked shall be paid for at ordinary overtime rates, to be computed from the time of leaving home to the time of his return.

(c) Should the worker receive notification of his being called out prior to his ceasing his ordinary work he shall in such a case only be entitled to overtime rates for the time he has actually worked.

(d) No worker shall be required to work more than five hours without an interval for a meal.

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

(f) When a worker is employed on work at such a distance that he is unable to return to his permanent home at night, he may agree with his employer to work at ordinary rates in excess of the hours prescribed in clause 3 hereof. This shall not apply to work done on Sundays.

Holidays.

5. (a) For all work done on Sundays, Christmas Day, Good Friday, or Anzac Day double time shall be paid. For all work done on any of the other days mentioned in subclause (b) hereof time and a half rates shall be paid.

(b) The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day.

Tools.

6. All necessary tools, including knives, shall be provided by the employer, but the employee who receives such tools shall sign for them and shall be held responsible for their safety. In the event of the tools being lost they shall be replaced by the employee responsible for their safety.

Accidents.

7. A suitable ambulance first-aid outfit shall be supplied to each gang.

Preference.

8. (a) If any employer shall hereafter engage any worker coming within the scope of this agreement 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 agreement 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 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) On request by the secretary of the union, employers shall supply a list of names of their workers employed under the provisions of this agreement, but not oftener than once in every three months.

Under-rate Workers.

9. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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 age 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 Factories 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.

General.

10. Workers shall, when necessary, be supplied with best-quality gloves and lifebelts when working on live overhead work, and best-quality gloves and mats when on live underground work.

Employment of Youths.

11. Youths may be employed at ground work only in the proportion of one youth to each gang of at least three workers, at the following rates of wages :—

| | Per Week. | | |
|---------------------------------------|-----------|----|----|
| | £ | s. | d. |
| Sixteen to seventeen years of age .. | 1 | 0 | 0 |
| Seventeen to eighteen years of age .. | 1 | 7 | 6 |
| Eighteen to nineteen years of age .. | 1 | 17 | 6 |
| Nineteen to twenty years of age .. | 2 | 10 | 0 |

Use of Preservatives.

12. Workers required to erect cross-arms wet with preservatives or to apply preservatives to cross-arms in position shall be paid 2d. per hour extra. Preservatives for the purpose of this agreement shall be peterlineum or tar oil or other preparation injurious to the clothes or flesh of the worker.

Matters not provided for.

13. Any dispute in connection with any matter not provided for in this agreement shall be settled between the employers' representative 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 for the district, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation Commissioner, may appeal to the Court upon giving notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Scope of Agreement.

14. This agreement shall apply only to the parties named herein, and to such additional parties as the Court may from time to time add.

Term of Agreement.

15. This agreement shall come into operation on the 1st day of July, 1933, and shall continue in operation until the 30th day of June, 1934.

In witness whereof the said assessors have executed these presents pursuant to the said section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, the day and year first before written.

Signed by the assessors appointed on behalf of the union—

G. T. THURSTON.

J. R. COX.

F. HARMAN.

J. O. HATTERSLEY.

Witness—S. Ritchie, Conciliation Commissioner.

Signed by the assessors appointed on behalf of the employers—

A. BUCKINGHAM.

D. I. MACDONALD.

H. H. BARRS.

LOUIS C. VICARY.

Witness—S. Ritchie, Conciliation Commissioner.
