

(10901.) OTAGO ELECTRICAL WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Dunedin and Suburban Electrical Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

- Albert, J., Electrician, Milton.
 Asea Electric (N.Z.), Ltd., 34 Broadway, Dunedin, C. 1.
 Ashby, Bergh, and Co., Ltd., 156 Stuart Street, Dunedin, C. 1.
 Barnett's Radio Supplies, Ltd., 14 Octagon, Dunedin, C. 1.
 Barth Electrical Supplies, Ltd., 36 George Street, Dunedin, C. 1.
 Batchelor, E., Ltd., 141 Stuart Street, Dunedin, C. 1.
 Bill, G. W., Electrician, Ranfurly.
 Bisset, E. J., Electrician, Kaitangata.
 British Electrical and Engineering Co., Ltd., 58 George Street, Dunedin, C. 1.
 Brown, L. R., Electrical Engineer, Hope Street, Dunedin, C. 1.
 Brownlie, H., Radio Engineer, Owaka.
 Burt, A. and T., Ltd., Electrical Engineers, 211 Stuart Street, Dunedin, C. 1.
 Davies, Geo. W., and Co., Electrical Engineers, 79 MacLaggan Street, Dunedin, C. 1.
 Dunedin City Corporation, Town Hall, Dunedin, C. 1.
 Electric and Plumbing Supplies, Ltd., 149-155 Stuart Street, Dunedin, C. 1.
 Electrical Sales Agency, Ltd., 293 Princes Street, Dunedin, C. 1.
 Fraser, Wm., Electrical Engineer, 289 Moray Place East, Dunedin, C. 1.
 Ganderton, W. A., and Son, Electricians, 5 Frederick Street, Dunedin, C. 1.
 Gough, Gough, and Hamer, Ltd., Electricians, 142 Rattray Street, Dunedin, C. 1.
 Hall's Supplies, 11 St. Andrews Street, Dunedin, C. 1.
 Hall, A. E., Electrician, 229 Moray Place West, Dunedin, C. 1.
 Home Heating Supplies Co., Ltd., 17 St. Andrews Street, Dunedin, C. 1.
 Hunt, A. G., Electrician, 31 Taieri Road, Roslyn, N.W. 2.
 Javett, E., Electrician, Balclutha.
 Jones, R. Longton, Ltd., Electrical Engineers, 212 Stuart Street, Dunedin, C. 1.
 King, K. A., Electrician, 209 Thames Street, Oamaru.
 Love Construction Co., Ltd., Halsey Street, Dunedin, C. 1.
 M.L. Service Station (Electrical Equipment), 293 Princes Street, Dunedin, C. 1.
 MacIree James (Electrical Equipment), 32 Broadway, Dunedin, C. 1.
 McKay, A., Electrician, Main South Road, Green Island.
 McKenzie's Electric Service, Manor Street, Dunedin, C. 1.
 Martin, J., Electrician, 17 Bowen Street, St. Kilda, Dunedin, S. 2.
 Matthews, C. S., Electrician, 123 King Edward Street, South Dunedin, S. 1.

Methven, G., and Co., Ltd., 110 Princes Street, Dunedin, C. 1.
Miller, David, Electrician, Balclutha.

Miller, W., Electrician, 12 Jeffery Street, Anderson's Bay, Dunedin,
E. 1.

Moore, J., Electrician, Milton.

National Electrical and Engineering Co., Ltd., 399 Moray Place
East, Dunedin, C. 1.

Nelson, W. H., Electrician, Queenstown.

N.Z. Electrical Equipment Co., 58 George Street, Dunedin, C. 1.

North Electrical Co., Ltd., 213 Moray Place West, Dunedin, C. 1.

New Zealand Express Co., Ltd., 8 Crawford Street, Dunedin, C. 1.

North Otago Engineering Co., Ltd., 28 Tyne Street, Oamaru.

Notman, W. L., Electrician, 158 Thames Street, Oamaru.

Perkins, W. H., Electrician, 525 Anderson's Bay Road, Dunedin,
S. 1.

Sonntag, Chas., Ltd., Electricians, 14-16 Carroll Street, Dunedin,
C. 1.

Steven, B., Electrician, 19 Itchen Street, Oamaru.

Stewart Electrical Co., 171 Rattray Street, Dunedin, C. 1.

Stone, John, Electrician, Anzac Square, Dunedin, C. 1.

Thomson, J. A., Electrician, George Street, Port Chalmers.

Turnbull and Jones, Ltd., 181 Stuart Street, Dunedin, C. 1.

Urlwin, H. C., Ltd., 163 Rattray Street, Dunedin, C. 1.

Veint, E. L., Electrician, 495 South Road, Caversham, Dunedin,
S.W. 1.

Young Bros., Electricians, 10 Manor Street, Dunedin, C. 1.

Cadbury, Fry, Hudson, Ltd., 30 Castle Street, Dunedin, C. 1.

Kempthorne, Prosser, and Co.'s N.Z. Drug Co., Ltd., 22-24
Stafford Street, Dunedin, C. 1.

Milburn Lime and Cement Co., Ltd., Crawford Street, Dunedin,
C. 1.

Otago Hospital Board, 12 Hanover Street, Dunedin, C. 1.

Savoy Restaurant de Luxe (P. Barling, proprietor), 16 Princes
Street, Dunedin, C. 1.

The Evening Star Co., Ltd., 185 Stuart Street, Dunedin, C. 1.

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 2nd day of October, 1936, 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 2nd day of October, 1935.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

Interpretation.

1. (a) "Electrical worker's work" shall mean and include the constructing, erecting, installing, maintaining, and repairing of all classes of electric lighting, signs, and power appliances, and of any other appliance which requires a practical knowledge of electricity.

(b) Nothing herein contained shall apply to the construction, erection, or repairing of the mechanical portion of any of the above-mentioned appliances or machinery by a mechanical engineer or to a motor electrician as defined in any 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 herein contained shall apply to shift engineers, switchboard and substation operators, or linesmen.

(d) Nothing herein contained shall apply to work done in connection with—

- (i) Radio apparatus or appliances; nor
- (ii) The manufacture in a factory of any electrical apparatus or appliance not requiring a technical knowledge of electricity; nor
- (iii) Batteries or other electrical equipments on or intended for use on a motor-vehicle.

Wages.

2. (a) Journeymen electrical workers shall be paid a minimum wage of 2s. per hour.

(b) Any journeyman who is placed in charge of work on which three or more workers, other than apprentices, are employed, shall receive 1s. per day in addition to the above wages, provided the job shall extend three days or more.

(c) Wages shall be paid weekly or fortnightly as may be arranged between an employer and his workers.

(d) In the event of a worker being discharged for any cause, or when a worker leaves of his own accord, he shall be paid his full wages within one hour, and for all time over the said one hour spent by him in waiting for his wages ordinary time shall be paid.

Hours of Work.

3. (a) Except as otherwise provided, the ordinary hours of work shall not exceed eight hours on five days of the week, to be worked between the hours of 7.30 a.m. and 5 p.m., and four hours on the day of the half-holiday, to be worked between the hours of 7.30 a.m. and 12 noon; or, alternatively, eight hours and forty-eight minutes on five days of the week, to be worked between 7.30 a.m. and 5.30 p.m.

(b) In the case of special conditions arising where the stoppage of plant would disorganize the running of a factory or place of business, and it is found necessary to carry out repairs to the installation before or after the hours prescribed in sub-clause (a) hereof, eight hours (to be worked consecutively except for an interval of not exceeding one hour for a meal) may be worked between the hours of 7 a.m. and 7 p.m. on five days of the week, and four hours, between the hours of 7 a.m. and 11 a.m., on the day of the half-holiday.

(c) Employers shall provide time-sheets or time-books for their employees, in which the employees' hours of work each day shall be entered by the workers.

Shift Work.

4. Shifts may be worked subject to the following provisions:—

(a) Where the duration of the job shall be at least one working-week, three shifts of eight hours each may be worked each day, in which case workers on the two night shifts shall receive 1s. 6d. per shift in addition to the ordinary wage.

(b) When the job shall last not less than three days, two shifts of twelve hours each may be worked daily, in which case

all time worked in excess of eight hours in each shift shall be paid for at overtime rates, workers on night shift to receive an additional 1s. 6d. per shift.

Overtime.

5. (a) Overtime shall be worked as required by the employer, and except as otherwise provided all time worked in any day in excess of the hours specified in clause 3 hereof shall be paid for at the rate of time and a half.

(b) If a worker is called from his home to work outside the ordinary working-hours he shall be paid for time reasonably occupied by him in travelling from and returning to his home.

(c) If a worker is required to work outside the hours prescribed in clause 3 he shall be paid in respect of such work an additional sum equal to 10 per cent. of the wages earned by him, but he shall not receive overtime rates of payment unless and until the daily number of hours (whether worked partly or wholly outside the prescribed hours) is exceeded.

(d) Every worker required to work overtime after 6.30 p.m. or after 1.30 p.m. on the day of the half holiday, shall be paid 1s. meal-money, unless such worker can reasonably go home for a meal, or was notified on the previous day of the intention to work overtime.

(e) Any worker having performed his ordinary day's work, and having worked overtime at rates as provided herein until the ordinary time for commencing work next day, and being then required to continue working, shall be paid at time and a half rates so long as he works continuously thereafter: Provided that a worker being required to work continuously shall not thereafter be stood down for a lesser period than four hours.

Holidays.

6. For time worked on New Year's Day, Easter Monday, Boxing Day, and Labour Day time and a half rates shall be paid. For time worked on Christmas Day, Good Friday, or Sundays double time rates shall be paid.

Suburban Work.

7. (a) "Suburban work" means work done elsewhere than at the shop of the employer, and over two miles from the Chief or principal Post-office in any city, town, or borough, but which does not come within the definition of "country work."

(b) Workers shall be at the place where the work is to be performed at the hour appointed for the commencement of

work, but if such place is distant more than two miles from the central place selected, workers employed thereon shall be allowed and paid for the time reasonably occupied by them in travelling to and from such work beyond the two miles, or they shall be conveyed to and from such work by the employer; but no worker residing less than two miles by a convenient mode of access for foot-passengers from the place where the work is to be performed shall be entitled to the allowance mentioned in this clause. All time travelled beyond the first two miles shall be allowed for at the rate of three miles an hour.

(c) On suburban work where by reason of train, tram, or other public conveyance, it is inconvenient to work the hours specified in clause 3 hereof, it shall be competent for the worker and the employer to agree that the hours of work may be extended, provided that in no case shall the hours exceed nine per day. Any time worked in excess of nine hours shall be considered overtime, and be paid for at the rate prescribed in clause 5 (a) hereof.

Country Work.

8. (a) Should a worker be required by his employer to proceed to work in the country at such a distance from his usual place of employment that he is unable to return to his usual place of abode on the same day, the employer shall either provide such worker with suitable board and lodgings or in lieu thereof pay him an additional sum of 4s. 6d. per day for each working-day.

(b) Workers who are required to proceed to country work as aforesaid shall be conveyed by the employer to and from such work free of charge, or their travelling-expenses going to and returning from such work shall be paid by the employer, but once only during the continuance of the work, unless the worker is recalled and again sent to the job.

(c) Time occupied in travelling to the work shall be paid for at ordinary rates, except that not more than an ordinary day's wages shall be paid for time spent in travelling on any day.

(d) The foregoing shall not restrict the right of any employer to employ any worker who applies on a country job for work thereon, without making any payment in respect to fares, travelling-time, or board and lodgings, except that in the event of there not being suitable accommodation available within a reasonable distance of the job the employer shall provide suitable accommodation for all employees.

(e) Notwithstanding anything herein contained, any employer may agree with any worker that in respect of any country work the hours of work shall be other than those hereinbefore

prescribed without payment of overtime, but so that not less than the minimum rate of wages as herein prescribed for country work, as the case may be, is paid.

Improvers.

9. An "improver" shall mean an apprentice who has served a term of five years, but may continue to serve his present employer for a further term of six months at the rate of 1s. 6d. per hour.

Under-rate Workers.

10. (a) Any worker who, through old age, permanent disability, or other cause personal to the worker, is 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 to the secretary of the union, who shall forward such application to the committee set up under clause 13 hereof.

(b) Such permit shall be for such period, not exceeding six months, as the committee 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 the manner prescribed by this clause.

(c) It shall be the duty of the union to give notice to the Inspector of Awards of every permit issued to a worker pursuant hereto.

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

Preference.

11. (a) If any employer 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. The provisions of this subclause relating to the dismissal of workers shall apply with equal effect to any worker coming within the scope of this award engaged since the 9th day of March, 1927, but before the coming into force of this award, who is not a member of the union during the currency of this award.

(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 1s. 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.

General Provisions.

12. (a) Employees shall provide their own tools, except that employers shall provide soldering bolts, metal-pots, hacksaw blades, blow-lamps, files, stocks and dies, testing equipment for electricians, and any special tools required for exceptional work, for which the employees to whom the tools are issued shall be responsible.

(b) Should a worker use his bicycle or motor-cycle at the request of the employer, the worker shall be allowed 1s. 6d. per week in the case of a bicycle, and 9d. per day in the case of a motor-cycle.

Disputes Committee.

13. (a) The essence of this award being that the work of the employers shall always proceed as if no dispute had arisen, it is provided that there shall be set up by the parties hereto a committee to be composed of two representatives of the union and two representatives of the employers, together with an independent chairman to be mutually agreed upon by such representatives, or in default of agreement, to be appointed by the Conciliation Commissioner for the district. If any dispute or difference shall arise between the parties bound by this award or any of them as to any matter whatever arising out of or connected therewith every such dispute or difference shall be referred to such committee. Subject to the right of appeal hereafter referred to the decision of such committee shall be binding.

(b) Either party shall have the right to appeal to the Court against any decision of such committee upon giving to the other

side written notice of such appeal within thirty days after such decision has been made known to the party appealing. The committee may itself refer the matter to the Court for decision.

(c) The committee so appointed shall be deemed to be an industrial committee within the meaning of section 12 of the Industrial Conciliation and Arbitration Amendment Act, 1932, and shall have all the powers, duties, and obligations given or imposed by that section.

Exemptions.

14. If and so long as the undermentioned parties observe the provisions of this award relating to wages, overtime, and preference they shall be exempted from the operation of all the other provisions of this award:—

Cadbury, Fry, Hudson, Ltd., 30 Castle Street, Dunedin, C. 1.

Kempthorne, Prosser, and Co.'s N.Z. Drug Co., Ltd., 22-24 Stafford Street, Dunedin, C. 1.

Milburn Lime and Cement Co., Ltd., Crawford Street, Dunedin, C. 1.

Otago Hospital Board, 12 Hanover Street, Dunedin, C. 1.

Savoy Restaurant de Luxe (P. Barling, proprietor), 16 Princes Street, Dunedin, C. 1.

The Evening Star Co., Ltd., 185 Stuart Street, Dunedin, C. 1.

Scope of Award.

15. This award shall operate throughout the Provincial District of Otago.

Term of Award.

16. This award, in so far as it relates to wages, shall be deemed to have come into force on the 12th day of July, 1935, 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 2nd day of October, 1936.

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 2nd day of October, 1935.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The only matter referred to the Court related to the Disputes Committee. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

E. PAGE, Judge.