

## (10951.) NELSON, WESTLAND, AND CANTERBURY ELECTRICAL WORKERS.—AWARD.

[Filed in the Office of the 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 Amalgamated Engineering and Allied Trades Industrial Association of Workers (hereinafter called “the union”) and the under-mentioned persons, firms, and companies (hereinafter called “the employers”):—

## CANTERBURY INDUSTRIAL DISTRICT.

Aabbey Taxi Service Station, Latimer Square, Christchurch.  
 Annan, G. W., 144 Cranford Street, Christchurch.  
 Alexander, J., 139A Manchester Street, Christchurch.  
 Bailey, T., 27 Leinster Road, Merivale.  
 Barter, J., 13 Abberley Road, Christchurch.  
 Baughen, A. H., Middle Road, Ashburton.  
 Beaumont, C., 24 Tavender Street, Woolston, Christchurch.  
 Berry and Halliburton, Dundas Street, Christchurch.  
 Black, H., 10 North Road, Papanui, Christchurch.  
 Boothesstone, W., 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.  
 Broad, H. P. A., 120 Strickland Street, Christchurch.  
 Burrows, G. R., Methven.  
 Burt, A. and T., 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.  
 Canterbury Frozen Meat Co., Ltd., Cashel Street, Christchurch.  
 Christchurch Battery Co., 94 Gloucester Street, Christchurch.  
 Christchurch Hospital Board, Christchurch.  
 Chudley, H. E., 202 Montreal Street, Christchurch.  
 Clark and Son, Kilmore Street, Christchurch.  
 Clark, Francis, Kilmore Street, Christchurch.  
 Cotter, C. F., 158 High Street, Christchurch.  
 Cowell and Dore, corner of St. Asaph and Antigua Streets, Christchurch.  
 Cowell, H., 26 Walker Street, Christchurch.  
 Chitty, E., 18 Denman Street, Sumner.  
 Craighead, C., 37 Edinburgh Street, Riccarton.  
 Craig, C. J., 29 Hawthorne Street, Christchurch.  
 Curtis, C., Chester Street, Christchurch.  
 Daly, R. T., 14 Princess Street, Riccarton.  
 Dixon, A., 11 Lingard Street, Christchurch.  
 Emmett, A., Hilton Street, Kaiapoi.  
 Ferrand, H. C., 107 Clarence Road, Christchurch.  
 Forscutt, S. B., 14 Montreal Street, Christchurch.  
 Freeman and Toon, 27 Lichfield Street, Christchurch.  
 French, H. T., 10 Brandon Street, Riccarton.

- Freeman, A., 116 Springs Road, Hornby.  
 Garrard, Nelson, Princess Street, Ashburton.  
 Gillies, A., 158 Springfield Road, Christchurch.  
 Genn, E. P., 238 Armagh Street, 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.  
 Hoare, D., 96 Hereford Street, Christchurch.  
 Ingham, W. P., Ltd., 15 Templer Street, Avonside, Christchurch.  
 Jones, T., and Co., 145 Tuam Street, Christchurch.  
 Jones, T. L., and Sons, 109 Tuam Street, Christchurch.  
 Kaiapoi Borough Council, Kaiapoi.  
 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.  
 Moody Battery Co., Ltd., 143 Tuam Street, Christchurch.  
 Morrow, T., 601A Colombo Street, Christchurch.  
 National Electrical and Engineering Co., Ltd., 150 High Street.  
 Newton, H. J. L., 482 Colombo Street, Christchurch.  
 New Zealand Farmers' Co-operative Association of Canterbury, Ltd.,  
 Christchurch and Ashburton.  
 New Zealand Refrigerating Co., Ltd., 159 Hereford Street, Christ-  
 church.  
 Pitcaithly, G. L., Ross Terrace, Lyttelton.  
 Press Publishing Co., Ltd., Worcester Street, Christchurch.  
 Pegg, D. E. W., 93 Ferry Road, Christchurch.  
 Pengelly Water-heating Co., Ltd., 597 Colombo Street, Christchurch.  
 Roberts, J. H., 31 Tilford Street, Woolston.  
 Rowe Bros., Sumner.  
 Rush, G., Church Street, Timaru.  
 Russell and Co., Ltd., Ashburton.  
 Sandelin, O., 196 Chester Street, Christchurch.  
 Schumacher, G., 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.  
 Smee, R. F., 479 Papanui Road, Christchurch.  
 Smail, J. I., Ltd., 124 Gloucester Street, Christchurch.  
 Spencer Battery Co., Stafford Street, Timaru.  
 Strange, A. E., 404 Worcester Street, Christchurch.  
 Sumner Borough Council, Sumner.  
 Theatre and Display Equipment Co., 139A Manchester Street.  
 The Electric Storage Battery Co., Ltd., 169 Armagh Street.  
 Thompson and Doreen, 627 Colombo Street, Christchurch.  
 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., 204 Manchester Street, Christchurch.  
 Vigilant Automatic Fire-Alarm Co., Ltd., 183 Cashel Street.  
 Wagstaff, W., 221 Barbadoes Street, Christchurch.  
 Watkinsons Ltd., 265 Tuam Street, Christchurch.

Whittington, W. L., Totara Street, Riccarton, Christchurch.  
 Wilkinson, George, 137 Cranford Street, St. Albans.  
 Wilkinson, J. M., 33 Retreat Road, Christchurch.  
 Wood, J. C., 7 King Street, Timaru.  
 Wooff and Salvesen, Lichfield Street, Christchurch.  
 West, A., 138A Colombo Street, Christchurch.  
 Young Bros., Stafford Street, Timaru and Christchurch.

WESTLAND INDUSTRIAL DISTRICT.

Gifford, W. H., 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., Ltd., Tainui Street, Greymouth.  
 Westland Power, Ltd., Hokitika.

NELSON INDUSTRIAL DISTRICT.

Anchor Shipping and Foundry Co., Ltd., Port Nelson.  
 Dalglish, N. S., Electrician, Nelson.  
 Evans, L. B., Richmond, Nelson.  
 Flatt, H. I., Plumber and Electrician, Bridge Street, Nelson.  
 Gatwood 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.

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 from the 1st day of January, 1936, and shall continue in force until the 30th day of June, 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 14th day of December, 1935.

[L.S.]

E. PAGE, Judge.

#### SCHEDULE.

##### *Interpretation.*

1. (a) "Electrical workers' work" shall mean and include the 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 herein contained shall apply to work done in connection with—

- (i) The manufacture in a factory of any electrical apparatus or appliances not requiring a technical knowledge of electricity; or
- (ii) Batteries and other electrical equipment on or intended for use on a motor-vehicle.

##### *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 2s. 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. 2d. per hour while so employed.

(c) All wages shall be paid weekly, not later than Friday, and within the employer's time.

(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 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 miles, shall be allowed and paid for by the employer. No journeyman residing less than two miles 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 Work.*

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 as 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 keyhole-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 fourteen days after such decision shall have been communicated to the party desiring to appeal.

*Exemptions.*

16. (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) 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.

*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.

*Preference.*

18. (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 23rd day of November, 1928, 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 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.

*Scope of Award.*

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

*Term of Award.*

20. This award shall come into force on the 1st day of January, 1936, and shall continue in force until the 30th day of June, 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 14th day of December, 1935.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The only matter referred to the Court was the date of the coming into force of the award. In other respects the award embodies the recommendations arrived at by the Assessors in Conciliation Council.

E. PAGE, Judge.