

(10789.) CANTERBURY ELECTRIC-POWER BOARDS' EMPLOYEES.—
AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Christchurch Branch of the Amalgamated Engineering and Allied Trades Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”) :—

Ashburton Electric-power Board, Ashburton.

Banks Peninsula Electric-power Board, Little River.

Springs-Ellesmere Electric-power Board, Leeston.

Malvern Electric-power Board, Darfield.

North Canterbury Electric-power Board, Rangiora.

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 April, 1935, and shall continue in force until the 31st day of March, 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 1st day of April, 1935.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Definitions.

1. (a) "Linesmen'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) The work of servicemen shall include repair work on consumers' premises and that coming within the duties of a linesman.

(e) "Electrical workers" means workers doing work as defined in the current Canterbury Electrical Workers' award.

(f) "Workers" means and includes servicemen, electrical workers, linesmen, linesmen's assistants, and labourers.

Wages.

2. (a) Servicemen shall be paid not less than £4 6s. 6d. per week.

(b) Electrical workers permanently employed shall be paid not less than £4 6s. 6d. per week.

(c) Linesmen permanently employed shall be paid not less than £4 5s. per week.

(d) Linesmen's assistants permanently employed shall be paid not less than £3 15s. per week.

(e) Casual electrical workers shall be paid at the rate of not less than 1s. 11½d. per hour.

(f) Casual linesmen shall be paid at the rate of not less than 1s. 11d. per hour.

(g) Casual linesmen's assistants shall be paid at the rate of not less than 1s. 8½d. per hour.

(h) Labourers shall be paid at the rate of not less than 1s. 7d. per hour.

(i) All wages shall be paid in accordance with the existing practice.

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 two hours and time and a half thereafter.

(b) Notwithstanding anything contained in clauses 4 (a) and 5 (a) and (b) hereof, it shall be competent for any Board to elect to grant any of its workers equivalent time off at a time to be mutually arranged by the Board and the employees concerned in lieu of the special payment provided for in clause 4 (a) for overtime or in clause 5 (a) and (b) for holiday work.

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

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

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

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

(g) 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.

(c) Workers engaged under subclauses (a), (b), (c), and (d) of clause 2 shall be allowed one week's holiday on full pay on completion of each year's service, provided that any worker who has completed six months' service since his last holiday shall, on leaving the Board's service for reason other than misconduct, be granted proportionate pay in lieu of holiday.

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

Preference.

8. (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.

(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.

Under-rate Workers.

9. (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.

General.

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

Use of Preservatives.

11. 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 award shall be peterlinium or tar oil, or other preparation injurious to the clothes or flesh of the worker.

Matters not provided for.

12. Any dispute in connection with any matter not provided for in this award shall be settled between the employer's 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 fourteen days after such decision shall have been communicated to the party desiring to appeal.

Scope of Award.

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

Term of Award.

14. This award shall come into force on the 1st day of April, 1935, and shall continue in force until the 31st day of March, 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 1st day of April, 1935.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

✓ This award embodies the recommendations of the Conciliation Council, which the parties agreed to accept. The assessors desire that employers, on being requested to do so by the secretary of the union, shall supply a list of the names of their workers employed under the provisions of the award, but not more often than once in three months.

F. V. FRAZER, Judge.
