

(11010.) SOUTH CANTERBURY ELECTRIC-POWER BOARD
EMPLOYEES.—AGREEMENT UNDER THE LABOUR DISPUTES
INVESTIGATION ACT, 1913.

THIS agreement made this 11th day of March, 1936, between the Amalgamated Engineering and Allied Trades Industrial Union of Workers (hereinafter referred to as “ the union ”) and the South Canterbury Electric-power Board (hereinafter referred to as “ the employer ”) witnesseth that it is hereby mutually agreed and declared between and by the union and employer as follows:—

That, as between the parties hereto, the terms, conditions, and provisions herein contained shall be binding upon the said parties, and the said terms, conditions, and provisions shall be deemed to form part of this agreement; and, further, the said parties shall respectively do, observe, and perform every matter and thing by this agreement 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 agreement.

SOUTH CANTERBURY ELECTRIC-POWER BOARD ELECTRICIANS',
LINESMEN'S, AND LINESMEN'S ASSISTANTS' AGREEMENT.

In respect of (1) licensed wiremen, (2) linesmen, permanently employed on maintenance and general work, also casual linesmen, linesmen's assistants, and labourers.

1. Interpretation.

(a) “ Electrical workers' work ” shall mean and include the manufacturing, constructing, erecting, installing, and repairing

of all classes of electrical 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 Wiring Regulations.

(b) "Maintenance men" means service men and fault men, either licensed or unlicensed, who are employed on maintenance and general work.

(c) "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.

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

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

(f) "Workers" means and includes linesmen, linesmen's assistants, and labourers, electricians, and maintenance men.

PERMANENT STAFF.

2. *Hours of Work.*

Workers shall be available at all times to attend to faults and other emergency work, but any employee employed in excess of forty-four hours per week or on statutory holidays shall be given time off, such time to be mutually arranged.

3. *Scale of Wages.*

(a) Senior maintenance men in charge of Timaru, Waimate, and Temuka districts be paid at the rate of £6 10s. per week.

(b) Senior maintenance men in charge of Fairlie and Geraldine districts be paid at the rate of £5 10s. per week.

(c) All other maintenance men, whether licensed wiremen or linesmen, be paid at the rate of £4 15s. per week.

(d) That married men under subclause (c) be paid at the rate of £5 5s. per week.

(e) Any worker in receipt of a higher rate than that specified in this agreement shall not have his wages reduced through the incidence of this agreement.

4. *Housing.*

(a) Married men under clause 3, subclauses (a) and (b), be provided with a residence at a rental of 21s. per week. This only applies to residences owned by the Board.

(b) Employees under clause 3, subclauses (c) and (d), be provided with the free use of suitable quarters (men only) with electricity for cooking, lighting, and heating.

5. *Conditions of Employment.*

(a) All wages shall be paid half-monthly, and in the Board's time.

(b) One week's notice on either side to terminate employment.

(c) Each man in addition to statutory holidays 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 in accordance with the aforesaid scale per week for such proportion of his holidays as shall then have accrued.

6. *Tools and General.*

All necessary tools, including pliers and knives, also overcoats, sou'westers, rubber gloves, and gum boots shall be provided by the employer, but the employee who receives such tools, &c., shall sign for them and shall be held responsible for their safety. In the event of the above being lost, they shall be replaced by the employee responsible for their safety.

7. *Accidents.*

A suitable first-aid outfit will be supplied to each employee; it shall be kept in the motor-vehicle supplied by the Board for carrying out his duties. The Board will keep these outfits up to date, but the employees concerned are responsible for requisitioning any deficiencies.

8. *Preference.*

The Board shall have the right to engage employees without reference to the union, but all employees shall become and remain members of the union.

CASUAL EMPLOYEES.

		9. <i>Wages.</i>		Per Hour.	
				s.	d.
(a)	Licensed wiremen .. ..	..	..	2	3
(b)	Linesmen .. ..	..	..	2	2
(c)	Linesmen's assistants .. ..	..	..	2	0
(d)	Labourers .. ..	..	..	2	0

10. Hours of Work.

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.

11. Overtime.

(a) All work done in excess of or outside of the hours mentioned in clause 10 hereof shall count as overtime, and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) If at any time a worker is called out after having ceased work at the ordinary time of ceasing 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.

12. Holidays.

(a) For all work done on Sundays, Christmas Day, Good Friday, 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 Saturday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, and special National Holidays.

13. Under-rate Workers.

(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 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 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.

14. Use of Preservatives.

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 peterlinium or tar oil or other preparation injurious to the clothes or flesh of the worker.

15. Matters not provided for.

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.

16. Scope of Agreement.

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

(b) That if and when a forty-hour week is legislated for or generally adopted, the matter of a forty-hour week and allied matters in this award may be re-opened by either party, without reference to the other matters herein.

17. Term of Award.

This agreement shall come into force on the 1st day of April, 1936, and shall continue in operation until the 31st day of March, 1938, inclusive.

Signed on behalf of the South Canterbury Electric-power Board—

G. W. MORRISON, Engineer.

Witness—W. A. Fodur.

Signed on behalf of the Amalgamated Engineering and Allied Trades Industrial Union of Workers—

G. T. THURSTON, Secretary.

J. O. HATTERSLEY, President.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Christchurch, pursuant to section 8 (1) of the said Act, on the 20th day of March, 1936.
