
SOUTH CANTERBURY ELECTRIC-POWER BOARD 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 its amendments; and in the matter of an industrial dispute between the New Zealand (except Northern Industrial District) Amalgamated Engineering and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned Board (hereinafter called "the employers") :—

South Canterbury Electric-power Board, Timaru.

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 5th day of June, 1945, 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 28th day of June, 1944.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Interpretation

1. (a) "Area officer" means that person appointed "officer in charge" of any area by the Board.

(b) "Inspectors' work" means the inspecting and testing of consumers' installations.

(c) "Maintenance men" means servicemen and faultmen, registered or unregistered, who are employed on all maintenance and general work.

(d) "Linesmen's work" means the erection of poles, 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.

(e) "Labourers work" means all work other than electrical and line work.

(f) "Workers" means all employees covered by this award.

(g) "Electrical workers' work" means the manufacturing, constructing, erecting, installing, and repairing of all classes of electrical lighting and power appliances, and any other appliances which require a practical knowledge of electricity, and includes all work which comes within the scope of the New Zealand Government Electrical Supply and Wiring Regulations.

(h) "Storeman" means a worker in charge of all stores.

(i) "Concrete-workers' work" means that work as defined by the Canterbury, Marlborough, and Westland Concrete and Pumice Goods Workers' award (40 Book of Awards 1603), and all workers engaged on such work shall be paid not less than the minimum rate of wages certified in that award. They must, however, conform to the hours of work, overtime rates, time allowances, holidays, and other general conditions specified in this award.

(j) "Axeman" means a worker employed on work connected with the removal or part removal of trees and consequent fence adjustment and cleaning up.

(k) "Axeman's assistant" means a worker employed assisting the axeman.

(l) "Charge hand" means a linesman in charge of two or more additional workers employed on line work and in charge of the job.

PERMANENT STAFF

The following clauses 2 to 8 shall apply to permanent staff only.

2. Area officers, inspectors, and maintenance men shall be available at all times to attend to faults and other emergency work; and any such employee employed in excess of forty hours a week or on statutory holidays shall be given time off, such time to be mutually arranged. Where time off cannot be given within three months, payment shall be made at ordinary rates for all additional time worked.

Hours of Work

3. Forty hours shall constitute a week's work; the working-hours shall be between the hours of 8 a.m. and 5 p.m. on the first five days of the week, Monday to Friday inclusive.

Holidays

4. (a) The following shall be the recognized holidays: Christmas Day, Boxing Day, New Year's Day, 2nd January, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, and Show Day (or a day in lieu thereof).

(b) The days mentioned in subclause (a) shall be recognized as holidays for the permanent staff, and no work other than urgent maintenance work shall be done on these days.

(c) All construction and predetermined overhaul work carried out by the permanent staff after midnight and/or on Sundays and/or holidays mentioned in subclause (a) shall be paid for at double time rates, with a minimum of one hour.

(d) All overtime work by the permanent staff on new construction work and/or predetermined overhaul work shall be paid for at overtime rates, time and a half for the first three hours and double time thereafter.

(e) Holidays shall be allowed in accordance with the terms of the Annual Holidays Act, 1944.

Wages

5. (a) The minimum weekly rates of wages for the permanent staff shall be as follows:—

			Per Week.		
			£	s.	d.
Area officers	..	..	7	0	0
Inspectors	..	..	6	7	6
Maintenance men registered	..	..	6	5	0
Maintenance men unregistered	..	..	6	0	0
Storemen, levels district	..	..	5	10	0
			Per Hour.		
			£	s.	d.
Electricians	..	..	0	2	9

(b) All wages shall be paid fortnightly in the Board's time.

(c) Fifteen days' notice on either side shall be given in the case of the permanent staff before terminating employment.

Telephones

6. Those married maintenance men who do not reside in the Board's cottages shall have telephones installed by the Board should the Board consider it necessary.

Tools and General

7. 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 responsible for their safety. In the event of tools being lost, they shall be replaced by the employee responsible for their safety.

Accidents

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

OTHER WORKERS

The following clauses 9 to 14 shall apply to other employees.

9. (a) Wages shall be as follows:—	Per Hour.	
	s.	d.
Linesmen	2	9
Linesmen's assistants	2	6½
Axemen	2	9
Axeman's assistant	2	7½
Labourers	2	5

(b) A linesman's assistant with two years' line work experience with any supply authority shall be paid as a linesman.

(c) A charge hand shall be paid 3d. per hour extra.

(d) All wages shall be paid fortnightly in the Board's time.

Hours of Work

10. (a) Forty hours shall constitute a week's work. The hours to be worked shall be between the hours of 8 a.m. and 5 p.m. on the first five days of the week, Monday to Friday inclusive.

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

(c) These employees may work 120 hours in any three-weekly period in order to make up lost time due to wet weather, if agreeable to the Board.

(d) 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 overtime rates to be computed from the time of his leaving home to the time of his return, with a minimum payment for two hours.

Holidays

11. (a) The following shall be recognized holidays: New Year's Day, 2nd January, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Show Day (or a day in lieu thereof), and no deduction in pay shall be made in respect of such holidays.

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

(c) Holidays shall be allowed in accordance with the terms of the Annual Holidays Act, 1944.

Use of Preservatives

12. (a) Workers required to erect cross-arms wet with preservatives, or to apply preservatives to cross-arms, shall be paid 2d. per hour extra.

(b) 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.

Tools

13. The necessary tools, pliers, and pocket-knives, and gum boots, shall be provided by the employer, but the employee who receives such tools, &c., shall sign for them and be responsible for their safety. In the event of tools being lost, they shall be replaced by the employee responsible for their safety.

Wet Weather

14. During wet weather it shall be the duty of the engineer and/or area officer and/or charge hand to determine when circumstances warrant the workers sheltering, and every endeavour shall be made by the Board to provide work.

GENERAL

The following clauses 15 to 22 shall apply to all workers.

Special Payments

15. A payment of 3d. per hour in addition to the ordinary wage shall be paid to any worker under the provisions of this award for performing work which, in the opinion of the Engineer, is deemed to be dirty work. This payment shall be made for each hour or part thereof during which the worker is employed.

Country Work

16. When a worker is required to proceed to work at such a distance from his usual place of employment that he is unable to return to his home at night, suitable accommodation shall be provided and paid for by the Board.

Matters not provided for

17. 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 the 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 Commissioner, may appeal against the decision to the Court of Arbitration and give notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Increase in Rates of Remuneration

18. All rates of remuneration (which term includes time and piecework rates, overtime, and other special payments) provided for in this award shall be subject to the provisions of the general orders dated 9th August, 1940, and 31st March, 1942, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration as follows:—

- (a) The order dated the 9th August, 1940, increases all rates of remuneration by an amount equal to 5 per cent. thereof:
- (b) The order dated the 31st March, 1942, increases all rates of remuneration (inclusive of the August, 1940, bonus) by an amount equal to 5 per cent., but this increase is payable—
 - (i) In the case of males twenty-one years of age and over, on earnings up to £5 per week only;
 - (ii) In the case of females twenty-one years of age and over, on earnings up to £2 10s. per week only; and
 - (iii) In the case of males or females under twenty-one years of age, and apprentices, on earnings up to £1 10s. per week only.

Membership of the Union

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

Under-rate Workers

20. (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.

Scope of Award

21. This award shall apply only to the parties named herein.

Term of Award

22. This award, in so far as it relates to wages, shall be deemed to have come into force on the 5th day of June, 1944, 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 5th day of June, 1945.

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 28th day of June, 1944.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council. In making the award the Court has had regard to the provisions of the Economic Stabilization Emergency Regulations 1942, and in particular the amendment of the 14th June, 1944 (Statutory Regulations, 1944, Serial number 1944/93).

A. TYNDALL, Judge.
