

**NELSON, WESTLAND, AND CANTERBURY ELECTRIC-SUPPLY
AUTHORITIES' ELECTRICIANS AND LINESMEN.—AWARD**

[Filed in the Office of the Clerk of Awards, Wellington.]

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 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 firms, Boards, and Councils (hereinafter called "the employers") :—

Ashburton Electric-power Board, Ashburton.
Banks Peninsula Electric-power Board, Little River.
Golden Bay Electric-power Board, Richmond, Nelson.
Kanieri Electric Co., Ltd., Kanieri.
Malvern Electric-power Board, Darfield.
Nelson City Corporation, Nelson.
North Canterbury Electric-power Board, Rangiora.
Reefton Electric Light and Power Co., Reefton.
Springs-Ellesmere Electric-power Board, Leeston.
Waimea Electric-power Board, Richmond, Nelson.
Westland Power, Ltd., Hokitika.
Westport Borough Council, Westport.

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 19th day of October, 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 19th day of October, 1944.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to which Award applies

1. This award shall apply to those workers whose work is hereinafter defined and who are employed by electric-power-supply authorities and power-supply companies.

Definitions

2. (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 erecting and connecting-up of transformers and platforms, the connecting-up of street lamps, and all repair work and maintenance in connection with overhead mains.

(b) "Linesmen's assistants' work" means and includes the carrying-out of all necessary work in assisting linesmen under their direct supervision. A competent assistant with two or more years' experience shall be rated and paid as a linesman.

(c) "Electrical workers' work" means work as defined in the current Marlborough, Nelson, Westland, and Canterbury Electrical Workers' award.

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

(e) "Inspector's work" means and includes the inspecting and testing of consumers' installations, installing, maintaining, and testing meters and other instruments, and installing and maintaining such of the supply authorities' electrical plant as comes within the scope of the Electrical Supply and Wiring Regulations 1935.

(f) "Servicemen's work" shall consist of attending to all faults and repairs upon reticulations and distributing systems, consumers' installations, and all appliances.

Wages

3. (a) Servicemen shall be paid not less than £5 15s. per week.

(b) Electrical workers shall be paid at the rate of not less than 2s. 9d. per hour.

(c) Linesmen shall be paid at the rate of not less than 2s. 9d. per hour.

(d) Linesmen's assistants shall be paid at the rate of not less than 2s. 6½d. per hour.

(e) Labourers shall be paid at the rate of not less than 2s. 5d. per hour.

(f) Charge hands shall be paid 3d. per hour extra while in charge of three or more other linesmen or electricians.

(g) Inspectors shall be paid not less than £312 per annum, and such Inspectors shall not be subject to the provisions of clauses 5 and 6 hereof.

(h) Workers coming within the scope of this award shall not have their wages reduced in any case where a higher rate is now being paid while they continue in their present position.

Increase in Rates of Remuneration

4. All rates of remuneration, including time and piece wages and overtime and any other special payments, provided for in this award shall be increased to the extent and in the manner prescribed by the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively.

EXPLANATORY NOTE.—(1) The general order of the 9th August, 1940, increased rates of remuneration determined by awards and industrial agreements and apprenticeship orders by an amount equal to 5 per cent. thereof.

(2) (a) The general order of the 31st March, 1942, further increased rates of remuneration determined by awards and industrial agreements and apprenticeship orders (inclusive of the 5 per cent. increase provided by the general order of the 9th August, 1940) by an amount equal to 5 per cent. thereof, but excluded from the increase such portion of the remuneration of each worker as exceeded—

- (i) The amount of £5 a week in the case of male workers twenty-one years of age and over;
- (ii) The amount of £2 10s. a week in the case of female workers twenty-one years of age and over;
- (iii) The amount of £1 10s. a week in the case of male and female workers under twenty-one years of age; and
- (iv) The amount of £1 10s. a week in the case of apprentices under apprenticeship orders.

(b) The increase in rates of remuneration provided by the order referred to in (a) hereof applied to the unexcluded portion of the remuneration of each worker, irrespective of his or her total weekly remuneration.

(3) The term "*rates of remuneration*" includes time and piece wages and overtime and any other special payments. The term "*remuneration*" means actual earnings, including time and piece wages and overtime and any other special payments.

Hours of Work

5. (a) Except in the case of servicemen, forty hours shall constitute an ordinary week's work, of which not more than eight hours may be worked on each day, Monday to Friday inclusive, and between the hours of 8 a.m. and 5 p.m., except in cases of emergency, when the starting hour may be not earlier than 7 a.m.

(b) Except in the case of suburban work, the hours of work shall be exclusive of time occupied in travelling from the depot to the job and in returning therefrom: Provided that the travelling-time shall be counted only once each day.

(c) The hours of work for servicemen shall not exceed forty in any week, to be worked on any six days of the week, and any time worked on the remaining day of that week shall be paid for at overtime rates as provided in clause 6 (a) hereof.

(d) Travelling-time as defined in subclause (a) hereof shall be paid for at ordinary rates.

(e) Every endeavour shall be made to find work for regular hands during wet weather.

(f) If it is necessary for work to cease owing to wet weather, the men shall be paid for no period less than half a day after once having commenced work: Provided that only actual time worked shall be counted for the purposes of subclauses (a) and (b) hereof, and the balance of such time paid for may be made up before overtime is payable, except where men are engaged on other work during the period that work has ceased because of wet weather.

Overtime

6. (a) All time worked in excess or outside of the hours mentioned in clause 5 hereof shall be paid for at the rate of time and a half for the first four hours on any day and double time thereafter.

(b) Any worker other than a serviceman who is called back after 10 p.m. shall be paid double rates.

(c) 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.

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

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

(f) All overtime worked by servicemen on new construction work shall be paid for at overtime rates.

(g) When a worker is employed on work at such a distance that he is unable to return to his home at night, he may agree with his employer to work outside or in excess of the hours prescribed in clause 5 hereof: Provided, however, that all time worked outside or in excess of such prescribed hours shall be considered overtime and shall be paid for at the rate of 1d. per hour in addition to the ordinary rates. This shall not apply to work done on Saturdays or Sundays.

(h) Any worker (other than a serviceman, or other than in any area where servicemen are not employed) called out for work after 10 p.m. on any night in the week or on Saturday afternoon or on Sunday shall be entitled to payment for a minimum of two hours.

Country Work

7. Existing conditions relating to the provision of food and accommodation on country work shall continue.

Suburban Work

8. Work done over one mile and a half from the employer's depot or place of business by the nearest convenient mode of access shall be considered suburban work, and workers employed thereon shall either proceed to and from such work or shall be conveyed to and from such work beyond the mile and a half at the expense of the employer, as the employer shall determine. Time reasonably occupied in conveying the workers to and from such work beyond the one mile and a half distance before mentioned shall be allowed and paid for

by the employer. Walking-time shall be computed at the rate of three miles per hour. No worker residing less than one mile and a half from the place where the work is to be performed by the nearest convenient mode of access shall be entitled to the allowance mentioned in this clause.

Holidays

9. (a) The following shall be the recognized holidays: New Year's Day and the day following, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Anzac Day, Christmas Day, Boxing Day, and one other day to be mutually agreed upon between the union and the employer concerned.

(b) All workers who have been in the employ of the employer for a period of three months or more shall be entitled to ordinary wages in respect of the nine holidays mentioned if and when the said holiday falls on an ordinary working-day.

(c) Except in the case of servicemen, all time worked on Sundays or the above-mentioned holidays shall be paid for at double rates.

(d) All construction and overtime work done by servicemen on Sundays or the above-mentioned holidays shall be paid for at double time.

(e) Annual holidays shall be granted in accordance with the Annual Holidays Act, 1944.

Tools

10. 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.

General

11. (a) Workers shall, when necessary, be supplied with best-quality gloves and lifebelts when working live overhead work, and best-quality gloves and mats when on live underground work; and permanent servicemen, linesmen, and linesmen's assistants shall be supplied with oilskins and sou'westers and gum boots where necessary.

(b) Where a worker, at the request of his employer, uses his push-bike in connection with his employment during working-hours, the employer shall pay such worker 1s. 6d. per week for use of same.

(c) Except in the case of emergency due to breakdown or other accident, no person shall work on any live high-pressure or extra-high pressure conductor or apparatus unless accompanied by a person competent to assist him.

(d) A first-aid outfit, suitably equipped, shall be supplied to each gang, and a similar outfit shall be kept in a central place.

Dirty Work

12. (a) Workers required to erect cross-arms wet with preservatives or to apply preservatives to cross-arms in position shall be paid 3d. 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.

(b) Any worker while employed at installing or overhauling storage batteries (other than motor-car batteries) or at work in freezing-chambers while freezing is being carried on or repairing damage done by fire in buildings or at any other work which may be mutually agreed upon shall be paid 1s. 6d. per day or part thereof in addition to the ordinary wages paid.

Matters not provided for

13. 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.

Workers to be Members of Union

14. (a) Subject to the provisions of section 18 (5) of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less

than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers

15. (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.

Application of Award

16. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto,

is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

Scope of Award

17. This award shall operate throughout the Nelson, Westland, and Canterbury Industrial Districts, but it shall not bind or apply to the Grey Electric-power Board, the Kaikoura County Council, or the Timaru Borough Council.

Term of Award

18. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of October, 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 19th day of October, 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 19th day of October, 1944.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council. Wages have been made payable retrospectively, in accordance with the agreement of the parties.

In making the award the Court has had regard to the provisions of the Economic Stabilization Emergency Regulations 1942.

A. TYNDALL, Judge.
