

**CHRISTCHURCH CITY COUNCIL ELECTRICAL WORKERS,
MECHANICS, AND THEIR ASSISTANTS—A WARD**

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 Engineering, Coachbuilding, Aircraft, and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned Corporation (hereinafter called "the employers") :—

Christchurch City Corporation, Christchurch.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of

section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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 28th day of March, 1951, 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 13th day of September, 1949.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Interpretation

1. (a) "Meter-tester" means a worker who normally carries out routine testing of electricity meters in consumers' premises.

(b) A "meter-installer" means a worker installing meters.

(c) "Mechanic" means a skilled workshop worker, including electrical fitters, fitters, turners, blacksmiths, and motor mechanics other than garage mechanics as defined in subclause (g) of this clause.

(d) "Electrical worker" means a worker engaged on electrical wiring work as defined in the Electrical Wiring Regulations.

(e) "Cable-jointer" means a worker engaged on the jointing and repairing of electrical cables normally designed for underground use.

(f) "Linesman" means a worker engaged on the installation of overhead electric lines, the erection and connecting-up of street lamps, and repair and maintenance to overhead mains.

(g) "Garage mechanic" means a worker in the Municipal Electricity Department vehicle garage engaged on maintenance of vehicles or battery-charging.

(h) "Linesmen's assistant" means a worker engaged in assisting a linesman in his work under his regular direction.

(i) "Mechanic's assistant" means a worker, whether semi-skilled or unskilled, assisting a mechanic in his work and under his direction.

(j) "Cable-jointer's assistant" means a worker engaged in assisting a cable-jointer in his work under his direction.

(k) A "charge hand" means a linesman in charge of two or more additional workers employed on lines work.

(l) "Service electrician" means a worker in the Consumer's Service Department doing servicing work on shift hours.

Wages

2. (a) Subject to any special provisions herein, the following shall be the recognized scale of wages:—

| | Per Week. | | |
|------------------------------------|-----------|----|----|
| | £ | s. | d. |
| Meter-testers | 8 | 4 | 0 |
| Meter-installers | 8 | 2 | 3 |
| Mechanics | 8 | 2 | 3 |
| A Grade motor mechanics | 8 | 9 | 3 |
| Motor mechanics | 8 | 2 | 3 |
| Electricians | 8 | 2 | 3 |
| Cable-jointers | 8 | 2 | 3 |
| Garage mechanics | 8 | 6 | 7 |
| Linesmen | 7 | 18 | 9 |
| Linesmen's assistants | 7 | 8 | 4 |
| Mechanic's assistants | 7 | 10 | 1 |
| Cable-jointer's assistants | 7 | 10 | 1 |

(b) Except in the case of casuals, the employment shall be deemed to be a weekly employment and no deduction shall be made from the weekly wage except for time lost through the worker's sickness or default or his absence from work through no fault of the employer.

(c) Seven days' written notice shall be given by either party of the termination of the employment, except in the case of casual employees: Provided that nothing in this clause shall prevent the employer from summarily dismissing any worker for wilful misconduct.

(d) In recognition of the fact that regular shift-work involves periodically time worked at weekends, holidays, and evenings, service electricians shall receive, in addition to the specified rate of pay, a weekly allowance of 6s., and garage mechanics, in recognition also of night-work, a weekly allowance of 5s.

(e) Charge hands shall be paid 3d. per hour extra.

Hours of Work

3. (a) Except as otherwise specified herein, forty hours shall constitute a week's work, and 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.

(b) In the council yard and waterworks the daily hours shall be worked between 7.30 a.m. and 4.30 p.m. on five days of the week, Monday to Friday inclusive.

(c) Service electricians and garage mechanics may work two hundred hours in any five-weekly period. Should either of these classes of workers be called upon to work beyond the hours of the respective shift, he shall be paid for such time at the rate of time and a half of the first three hours and double time thereafter.

(d) For the period of the year from 15th May to 15th September the hours of work for linesmen shall be 8 a.m. to 4.30 p.m., with thirty minutes for lunch: Provided that, where practicable, these hours may be extended to operate throughout the year by arrangement between the Council and the particular lines gangs.

(e) The representations of the employees concerned shall be taken into account, as far as is practicable, in the arrangement of duty rosters for service electricians and garage mechanics.

Overtime

4. (a) All time worked in excess of or outside of the hours mentioned in clause 3 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter. Double time shall be paid for all time worked between the hours of 9 p.m. and 6 a.m. All overtime shall be calculated on a daily basis.

(b) A minimum of two hours shall be paid for all overtime which is not continuous with the ordinary working-hours, time to be computed from time of leaving place of residence until return.

(c) *Meal-money*.—Meal-money at the rate of 2s. 6d. per meal shall be paid to all workers called upon to work overtime after 6 p.m., Monday to Friday inclusive, provided such workers cannot reasonably get home to their meal and return in the time allowed. If the overtime is continuous, this allowance shall be paid for every period of four hours of overtime.

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

Holidays: General

5. (a) The provisions of this clause do not apply to garage mechanics or service electricians.

(b) Eleven working days' annual leave on full pay shall be granted to all workers covered by this award on completion of twelve months' service, and should any worker's services be dispensed with he shall receive proportionate holiday allowance if and when his employment is terminated.

(c) The following shall be the recognized holidays and no deductions from wages shall be made in respect of them: New Year's Day, 2nd January, Good Friday, Easter Saturday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Show Day, Christmas Day, Boxing Day, and Anzac Day, and a day which may be authorized by the Council as staff picnic-day.

(d) If any of the above-mentioned holidays, except Easter Saturday and Anzac Day, fall on a Saturday or a Sunday, then for the purposes of this award such holiday shall be observed on the following Monday or Tuesday.

(e) For all time worked after noon on Saturdays, on Sundays, and on recognized holidays as provided herein or authorized from time to time, double rates shall be paid.

Holidays: Regular Shift-workers

6. (a) Regular shift-workers—viz., service electricians and garage mechanics—shall, at the discretion of the Council, receive such of the holidays mentioned in subclause (c) of clause 5 above as can be conveniently arranged without detriment or interruption to the work for which they are engaged. For work done by service electricians on such holidays double rates shall be paid.

(b) Service electricians and garage mechanics shall receive eleven working days' annual leave on full pay on completion of twelve months' service, and should any such worker's services be dispensed with he shall receive proportionate allowance if and when his employment is determined.

Night Shift

7. (a) A night shift shall mean a shift of eight hours' work between the ordinary time of leaving off in the evening and the starting of work in the morning by any employee who is not a regular shift-worker. Should any such 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) Such workers engaged on night shift shall be paid 3s. per shift extra if working on three or more consecutive night shifts.

(c) Any such worker having worked all night and day and being required to continue working on into the next night shall be paid double time for all such time worked.

Suburban Work

8. (a) Suburban work means work performed by a worker at a distance of over a mile and a half from the employer's place of business or some central place to be agreed upon.

(b) Workers shall be at the place where work is to be performed at the hour appointed for commencement of work. If such place is distance more than one and a half miles from the employer's office or place of business or the central place agreed upon, workers employed thereon shall be allowed and paid for the time reasonably occupied by them in travelling to and from such work beyond the radius of one and a half miles, or they shall be conveyed to and from such work at the cost of the employer. No worker residing less than one and a half miles by a convenient mode of access for foot-passengers from the place where the work is to be performed shall be entitled to the allowance mentioned in this clause. Time allowed for travelling under this clause shall be estimated at the rate of one hour for each three miles so travelled.

General Provisions

9. (a) The Council shall provide those employees whose work requires them with such tools as soldering-bolts, metal-pots, conduit fittings, files, blow-lamps, rasps, hacksaw blades

and frames, drills, and keyhole-saw blades, mitre-box, and carpenters' saws. Consumers' servicemen and meter-installers shall be provided with torches, head torches, and batteries. Lines faultmen shall be provided with head torches.

(b) Workers under this award shall be responsible for all tools and materials supplied to them and shall make good any loss, fair wear-and-tear excepted: Provided that, where necessary, the Council will supply facilities for locking up tools and materials.

(c) A mechanic required to provide his own tools (except drills, taps, hacksaw-blades, and files) shall supply such tools and shall be paid 2s. 6d. per week for any week in which he works three full days or more.

(d) All workers who are required to work outside in wet weather and who provide themselves with gum boots, oilskins, and sou'westers or other approved protection from wet weather shall receive for this purpose an allowance as follows: linesmen and assistant linesmen, 2s. per week; other employees, 1s. 6d. per week.

(e) All workers using their own bicycles in the employer's business and with his consent shall be paid cycle allowance as follows:—

| | Per Annum, Payable Quarterly. | | |
|-----------------------------------|----------------------------------|----|----|
| | in £ | s. | d. |
| Service electricians, trouble-men | 7 | 0 | 0 |
| Wiring Department, meter-testers | 7 | 0 | 0 |
| Wiremen and linesmen | 5 | 0 | 0 |

(f) Any worker subject to this award shall devote the whole of his working-time to the best interests of the Council.

(g) During the period of his employment the worker shall not use any of the tools or materials belonging to the Council for work other than that assigned to him.

(h) A crib-time of ten minutes shall be allowed during each morning and afternoon without deduction of wages.

(i) Workers employed at welding shall be paid 1s. 6d. per day extra.

(j) Workers employed on tar plants shall be paid 2s. per day extra.

Lines Department

10. (a) No linesman shall be required to work with live wires unless accompanied by another linesman or assistant linesman, except in case of emergency.

(b) It shall during wet weather be the duty of the charge hand of each gang, subject to the control of the Mains Superintendent, to determine when circumstances warrant the men taking shelter.

(c) Linesmen and their assistants shall be provided with rubber gloves, if obtainable, and safety-belts, and all necessary tools, including one knife in each year. The employee who receives such tools shall sign for them and be held responsible for their safety. In the event of tools being lost or damaged, they shall be replaced by the employee responsible for their safety, provided that there is adequate evidence that the cause was undue carelessness.

(d) Any assistant linesman who has had five years' satisfactory experience in lines work with the City Council or any other recognized electrical supply authority, including the Public Works Department, shall be graded as a linesman and paid the appropriate rate. The period of five years may be reduced in any particular case upon the recommendation of the Mains Superintendent and the approval of the Engineer-Manager.

First-aid Equipment

11. (a) A modern first-aid emergency case, fully equipped, shall be kept in a convenient and accessible place in every workshop, also conveniences for a supply of 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, and a similar outfit shall be supplied to each cart in the Lines Department and tool-box in the Underground Department.

Dirt-money

12. 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 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 involving the handling of acid or burning off copper, or other work such as dirty installation work or demolition work which may be agreed upon as between the employer and the union as coming under the term "dirty work."

Access to Workshops

13. A representative of the union may, with the consent of the employer, interview any worker on matters coming within the scope of this award.

Workers to be Members of Union

14. (a) Subject to the provisions of subsection (5) of section 18 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.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this award, and shall be liable accordingly.

(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.)

Scope of Award

15. This award shall apply to the parties named herein.

Term of Award

16. This award, in so far as it relates to wages, shall be deemed to have come into force on the 2nd day of July, 1949, 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 28th day of March, 1951.

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 13th day of September, 1949.

[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.

A. TYNDALL, Judge.