

NORTHERN, TARANAKI, WELLINGTON, AND OTAGO AND SOUTHLAND
ELECTRICAL WORKERS (POWER BOARDS, ETC.)—AWARD

(Filed in the Office of the Clerk of Awards, Wellington)

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, and Otago and Southland Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand (except Canterbury, Marlborough, Nelson and Westland) Electrical Workers Industrial Association of Workers (hereinafter called “the union”) and the undermentioned union, councils, boards, and company (hereinafter called “the employers”):

Auckland Electric-power Board, Queen Street, Auckland.
 Bay of Islands Electric-power Board, Box 243, Kaikohe.
 Bay of Plenty Electric-power Board, Box 71, Opotiki.
 Cambridge Electric-power Board, Box 50, Cambridge.
 Central Hawke’s Bay Electric-power Board, Box 59, Waipukurau.
 Central Waikato Electric-power Board, Private Bag, Hamilton.
 Dannevirke Electric-power Board, Box 157, Dannevirke.
 Franklin Electric-power Board, Private Bag, Pukekohe.
 Hamilton City Council, Box 137, Hamilton.
 Hawke’s Bay Electric-power Board, Heretaunga Street, Hastings.
 Horowhenua Electric-power Board, Box 11, Levin.
 Hutt Valley Electric-power and Gas Board, Box 324, Lower Hutt.
 Inglewood Borough Council, Box 34, Inglewood.
 Kaponga Town Council, Box 15, Kaponga.
 King Country Electric-power Board, Box 31, Taumarunui.
 Lysaght Brothers, P.O. Box 131, Whakatane.
 Manawatu-Oroua Electric-power Board, Box 239, Palmerston North.
 Mangaweka Town Council, Box 1, Mangaweka.
 Napier City Council, Box 167, Napier.
 New Plymouth City Council, Box 92, New Plymouth.
 New Zealand Electrical Supply Authorities Industrial Union of Employers, 154 Featherston Street, Wellington.
 North Auckland Electric-power Board, Box 110, Dargaville.
 Ohakune Borough Council, Box 30, Ohakune.
 Opunake Electric-power Board, Box 23, Opunake.
 Otago Central Electric-power Board, Alexandra.
 Otago Electric-power Board, Milton.
 Palmerston North City Council, Box 614, Palmerston North.
 Patea Borough Council, Box 44, Patea.
 Poverty Bay Electric-power Board, Box 518, Gisborne.
 Raetihi Borough Council, Box 60, Raetihi.
 South Taranaki Electric-power Board, Box 94, Hawera.
 Stratford Borough Council, Box 23, Stratford.
 Taihape Borough Council, Box 17, Taihape.
 Taranaki Electric-power Board, Box 16, Eltham.
 Tararua Electric-power Board, Box 16, Pahiataua.
 Taumarunui Borough Council, Box 214, Taumarunui.
 Taupo Town Council, Box 25, Taupo.
 Tauranga Borough Council, Private Bag, Tauranga.
 Tauranga Electric-power Board, Private Bag, Tauranga.

Te Aroha Borough Council, Box 4, Te Aroha.
 Te Awamutu Electric-power Board, Box 34, Te Awamutu.
 Teviot Electric-power Board, Roxburgh.
 Thames Borough Council, Box 400, Thames.
 Thames Valley Electric-power Board, Box 44, Te Aroha.
 Wairarapa Electric-power Board, Box 56, Carterton.
 Wairere Electric-power Board, Box 13, Pio Pio.
 Wairoa Borough Council, Box 54, Wairoa.
 Wairoa Electric-power Board, Box 131, Wairoa.
 Waitaki Electric-power Board, Oamaru.
 Waitara Borough Council, Box 24, Waitara.
 Waitomo Electric-power Board, Box 78, Te Kuiti.
 Wanganui-Rangitikei Electric-power Board, Box 11, Wanganui.
 Wellington City Corporation, Box 2095, Wellington.
 Whakatane Borough Council, Box 28, Whakatane.
 Whangarei Borough Council, Box 42, Whangarei.
 Wilson's Portland Cement Co., Box 1359, Auckland.

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 130 of the Industrial Conciliation and Arbitration Act 1954, 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 30th day of June 1961 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 10th day of February 1960.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Definitions

1. (a) "Inspector's work" shall mean and include all inspection work as laid down in the New Zealand Electrical Supply and Wiring Regulations 1935 and Electrician's Act 1952 and amendments thereto.

(b) "Electrical fitter's work" shall mean and include the construction, erection, installation, repairing, assembling, and maintaining of all classes of electrical apparatus used in the generation and distribution of electric power where specialised knowledge is required.

(c) "Electrician" shall mean a worker registered under the Electrician's Act 1952 and employed on electrical installations and repairs.

(d) An "instrument tester and repairer" is a worker who calibrates and repairs relays, communication equipment, and other instruments and who may also test and adjust such apparatus.

(e) A "meter tester" and/or "meter repairer" and/or "meter erector" is a worker whose duties are testing, repairing and adjusting meters, time switches, relays and thermostats, and the installation of meters, time switches, or relays on consumers' premises.

(f) A "meter-tester's assistant" is a worker who assists an instrument tester and repairer or a meter-tester and works under his direction.

(g) An "electrical fitter's assistant" is a worker who assists an electrical fitter and works under his direction.

(h) "Troubleman's work" shall mean and include all work in connection with the maintenance of all electrical equipment, apparatus, or appliances, including lines, services, transformers, switchgear, etc., pertaining to distribution and repairs to electrical accessories and fittings on consumers' premises.

(i) "Servicemen's work" shall mean and include the repairing and maintaining of all classes of electric wiring, lighting, and appliances used on the consumer's side of the service fuse.

(j) "Linesmen" means and includes workers engaged in the installation of overhead mains for electric light, heating, and power from point of supply to point of connection to the consumer's premises, and/or the erection and connecting-up of transformers and street-lamps, the erection of transformer platforms, and all repair and maintenance work in connection with aforesaid mains and controlling-apparatus thereto.

(k) "Certificated linesman" means a linesman who has obtained a Certificate of Competency issued by the Electric Supply Authorities Engineers' Institute.

(l) "Linesmen's assistants' work" means and includes the carrying out of all necessary work in assisting linesmen and under their direct supervision.

(m) "Foreman" means a worker placed in charge of a line or cable gang consisting of three or more men, including himself.

(n) "Cable-jointers' work" shall mean and include all work in connection with jointing, connecting, and repairing cables normally designed for underground use from the point of supply to the point of connection to the consumer's premises, and shall include the carrying out of any necessary connections to overhead lines.

(o) "Cable-jointers' assistants' work" means and includes assisting the cable-jointer and working under his direction.

(p) "Cable-layers' work" means and includes all work generally performed in connection with the laying of underground cables.

(q) A "leading hand" means the worker who is employed as next in charge to the foreman of a gang in which is employed a minimum of six workers, including the foreman and leading hand.

Inspector's Salaries

2. The following shall be the minimum annual rates payable to inspectors:

Up to three years as inspector	.....	.....	.....	£	825
After three years as inspector	.....	.....	.....	.....	860
After six years as inspector	.....	.....	.....	.....	900

Wages

3. (a) The following shall be the minimum rates of wages:

	Per Hour		Per Week		
	s.	d.	£	s.	d.
Electrical fitter (registered)	7	6	15	0	0
Electrical fitter	7	3 $\frac{3}{4}$	14	12	6
Electrical fitter's assistant	6	2 $\frac{1}{2}$	12	8	4
Instrument tester and repairer (registered)	7	6	15	0	0
Instrument tester and repairer	7	3 $\frac{3}{4}$	14	12	6
Meter tester, meter repairer, meter erector	6	6	13	0	0
Meter tester's assistant	6	2 $\frac{1}{2}$	12	8	4
Foremen	7	2 $\frac{3}{4}$	14	9	2
Leading hand	6	11 $\frac{3}{4}$	13	19	2
Certificated linesman	6	9 $\frac{1}{2}$	13	11	8
Linesman	6	7 $\frac{1}{4}$	13	4	2
Linesman's assistant	6	2 $\frac{1}{2}$	12	8	4
Troubleman under clause 5 (b)	6	11 $\frac{3}{4}$	13	19	2
Troubleman under clause 5 (b) (registered)	7	1 $\frac{1}{2}$	14	5	0
Troubleman under clause 5 (a)	6	11 $\frac{1}{4}$	13	17	6
Troubleman under clause 5 (a) (registered)	7	1	14	3	4
Troubleman under clause 5 (c)	6	10 $\frac{1}{2}$	13	15	0
Troubleman under clause 5 (c) (registered)	7	0 $\frac{1}{4}$	14	0	10
Electrician	7	1	14	3	4
Serviceman	6	7 $\frac{3}{4}$	13	5	10
Cable-jointer	6	9 $\frac{1}{2}$	13	11	8
Cable-jointer's assistant	6	2 $\frac{1}{2}$	12	8	4
Cable-layer	6	2	12	6	8

Electrical fitters and electricians shall be paid an additional 1d. per hour tool allowance.

(b) Workers may be employed on an hourly basis for the first three months.

(c) Any worker (other than a foreman or a leading hand) placed in charge of two or more workers (other than apprentices) shall be paid 3 $\frac{1}{2}$ d. per hour in addition to his ordinary wage while so employed.

(d) Where a worker is placed as area officer in charge of an area, he shall be paid 11s. 6d. per week in addition to the wage specified in subclause (a) of this clause.

(e) This award shall not operate so as to reduce the wage of any worker during his present employment: Provided that if an employer permanently transfers a worker from one class of work to another class of work covered by this award for which a lower rate is specified, the wage of such worker may be adjusted accordingly.

(f) The employer may make a rateable deduction from the weekly wages prescribed for any time lost by the worker through sickness, accident, default, or by request of the worker.

(g) Youths may be employed in a proportion not greater than one youth to each three men employed on lines and not more than one youth in each gang.

A youth shall be afforded the opportunity of learning all branches of line work; the syllabus of training shall generally be in accordance with that agreed to between the union and the Electric Supply Authority Engineers' Institute, and the list of skills and operations to be taught shall be listed and filed with the union in each instance.

During the first year of employment, such youths shall be employed on ground work.

The rates of pay shall be as follows:

				Per Week
				£ s. d.
17 to 17½ years	.....	.....	.....	6 5 0
17½ to 18 years	.....	.....	.....	7 2 6
18 to 18½ years	.....	.....	.....	8 0 0
18½ to 19 years	.....	.....	.....	8 17 6
19 to 20 years	.....	.....	.....	9 15 0

And thereafter, the current rates of pay for a linesman's assistant.

Hours of Work

4. (a) Except as provided elsewhere, 40 hours shall constitute a week's work, to be worked between the hours of 8 a.m. and 5 p.m. on five days of the week, Monday to Friday, both days inclusive.

(b) An employer shall supply workers with time-sheets on which they shall enter the hours worked each day. Time-sheets shall be handed in daily or handed in or posted weekly.

Special Provisions Relating to Troublemens

5. The hours of work for troublemen shall be such as the exigencies of the employment may reasonably require, and troublemen may be employed under any of the following methods:

(a) The ordinary hours of work shall not exceed eight hours per day, to be worked on any five days in the employer's pay week, subject to the following conditions:

(i) The ordinary hours of work shall be fixed by roster and shall not be departed from except in the case of emergency.

(ii) Where practicable, the days off each week shall be arranged to fall consecutively.

(iii) Single ordinary rate extra shall be paid for ordinary time worked on Sunday; double ordinary rate extra shall be paid for ordinary time worked on any of the holidays prescribed in subclause (a) of clause 9 which shall be read in conjunction with subclause (b) of clause 9 of this award. Half ordinary rate extra shall be paid for ordinary time worked on Saturday after 12 noon.

(iv) In no case shall the total payment for time worked on a holiday prescribed in subclause (a) of clause 9 exceed double time in addition to a worker's ordinary weekly wage.

(v) Unless standing by under clause 28 and except when Anzac Day falls on a Saturday or Sunday, a worker shall be paid an amount equal to one-fifth of the weekly wage prescribed in subclause (a) of clause 3 when any one of the holidays prescribed in subclause (a) of clause 9 which shall be read in conjunction with subclause (b) of clause 9 of this award, falls on the worker's rostered day off: Provided that time so paid for shall not be counted as time worked when computing overtime.

(b) In outlying areas where only one troubleman is employed and who operates from his residence, and who operates over a district containing not more than 600 consumers, the following conditions shall apply:

(i) The ordinary hours of work shall not exceed 120 hours in each three weeks or alternatively 160 hours in each four weeks.

(ii) Not more than 48 hours shall be worked in any one week without payment of overtime.

(iii) Four days off duty in each four-weekly period shall be given at a time or times to be mutually agreed upon.

(iv) Workers employed under this subclause shall receive £1 3s. extra each week as stand-by allowance.

(v) Paragraph (v) of subclause (a) of this clause shall also apply to this subclause.

- (c) Over a week not exceeding 40 hours, to be worked between the hours of 8 a.m. and 5 p.m. on five days of the week from Monday to Friday, both days inclusive.
- (d) Notwithstanding the foregoing, it shall be competent for an employer to agree with the secretary of the union upon other arrangements to suit local conditions. In the event of failure to reach agreement, the matter shall be dealt with as provided in clause 27 hereof. Any such agreement may be reviewed on the making of a new award.

Sick Pay

6. After one year's continuous service with the same employer and on production of a medical certificate a worker shall be entitled to 10 working days' sick leave without deduction of pay. For each additional year of service 10 working days' sick leave shall accrue with a maximum accumulation of 20 working days: Provided, however, that when the employer deems it necessary he may request the worker to produce a medical certificate from a medical practitioner nominated by the employer.

An employer shall have the right to deduct the number of days on sick leave already taken by the worker from the total number the worker is entitled to by calculation in order to determine the number of days due to him in the event of his falling sick.

Shift-work

7. (a) A "night shift" shall mean a shift of eight hours worked between the ordinary time of leaving off work in the evening and the starting of work in the morning. One day and one night shift only shall be worked during each 24 hours. Should any worker be required to work on any night shift for less than five nights in succession, he shall be paid for such work at overtime rates.

(b) Workers whose shifts commence after 3 p.m. or before 6 a.m. shall be paid an allowance of 3s. 6d. per shift if working on five or more consecutive days.

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

(d) Notwithstanding anything contained in the foregoing subclauses of this clause, quick shifts may be worked where necessary for roster changes.

(e) Nothing contained in this clause shall apply to troublemen working under any of the provisions of clause 5 (a), (b), and (d) hereof.

(f) Excepting where Anzac Day falls on a Saturday or Sunday a worker shall be paid an amount equal to one-fifth of the weekly wage prescribed in subclause (a) of clause 3, when any one of the holidays prescribed in subclause (a) of clause 9 falls on the worker's rostered day off: Provided that time so paid for shall not be counted as time worked when computing overtime.

Overtime

8. (a) All time worked in any one day in excess or outside of the ordinary hours of work shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) If at any time a worker is called out after having ceased work or before the normal time of starting work on any week-day or any time on Saturday or Sunday, then the time so worked shall be paid for at overtime rates, computed from the time of leaving home to the time of return: Provided that a minimum of two hours shall be paid for each occasion, excepting for troublemen, who shall be paid a minimum of one hour; and in those cases where more than one call is completed the period paid for shall not exceed the total period from the commencement of the first call to the finish of the last call.

(c) Any worker who may commence work before public wheeled traffic commences or who may work until after the cessation of public wheeled traffic, and who may cease before the ordinary time of starting shall be paid for travelling from or to his home, computed on 3 miles an hour, at ordinary rates, unless the employer provides a vehicle, when actual travelling time only shall be paid.

(d) Any worker having worked for eight hours' overtime between the hours of 6 p.m. and 8 a.m. the following day shall be allowed seven hours off from the time he ceases overtime or be paid at double time rates for all time worked on the second day.

(e) Any worker having worked all day and having continued to work until after midnight shall be given seven hours off thereafter or be paid at double rates for all time worked on the second day.

(f) If a worker other than a shift-worker is required to work between 10 p.m. and 6 a.m., he shall be paid at double time rates for all time worked between 10 p.m. and 8 a.m.

If a worker commences work between 6 a.m. and 8 a.m., the time worked between those hours shall be paid for in accordance with subclause (a) of this clause.

(g) Where possible, overtime shall be equally distributed between all workers in each respective department.

(h) Subclause (c) of this clause shall not apply to troublemen employed under clause 5 (a), (b), and (d). Subclause (f) of this clause shall not apply to troublemen employed under clause 5 (a), (b), and (d) where these are his normal roster.

Holidays

9. (a) The following shall be the recognised paid holidays: New Year's Day, 2 January, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Anzac Day, Christmas Day, Boxing Day, and one other day to be mutually agreed upon between the workers and the employer concerned.

(b) In the event of a holiday, other than Anzac Day, named in subclause (a) of this clause, falling on a Saturday or a Sunday such holidays shall be observed on the next succeeding working day or days.

(c) No deduction shall be made from the wage of any worker on account of any holiday mentioned in subclause (a) of this clause.

(d) All workers employed on an hourly wage who have been in the employ of the employer for a period of two weeks or more shall be entitled to ordinary wages in respect of each of the holidays mentioned if and when the said holiday is observed on an ordinary working-day.

(e) Except in the case of troublemen employed under clause 5 (a) and (b) and who are rostered to work ordinary hours on such days, and, except as provided for in clause 28, time worked on Sundays and on all holidays mentioned in subclause (a) of this clause, shall be paid for at double time rates. Double

time rates for the purpose of this subclause shall mean double time in addition to any payment to which the worker may be entitled for the holiday under subclause (c) of this clause.

(f) Notice of closing down for Christmas holidays shall be placed in a conspicuous place in the shop at least 14 days before the holidays.

Annual Holidays

10. (a) Two weeks' holiday on full pay shall be granted to each worker under this award on completion of each year of service in terms of the provisions of the Annual Holidays Act and its amendments. The holiday shall be taken at a time or times to be mutually arranged between the employer and the worker.

(b) Troublemens employed under clause 5 (b) and (d) shall be allowed three weeks' holiday on full pay on completion of each year of service at a time to be mutually arranged between the employer and the worker. Such holiday shall be exclusive of the holidays specified in clause 9 hereof.

(c) All workers after 10 continuous years' service with the same employer shall be granted one week extra annual holiday.

(d) A worker leaving or being dismissed from the service of an employer shall be granted pay in lieu of the holidays mentioned in the preceding subclause on a *pro rata* basis.

Pay-day

11. (a) All wages earned by a worker up to and including Monday in each week shall be paid not later than the following Thursday during working-hours, or fortnightly, provided an arrangement is made with the union to do so, except where a holiday under subclause (a) of clause 9 falls on a Friday, when a pay shall be made on the previous Wednesday.

(b) In the event of any worker leaving or being discharged, he shall be paid all wages due to him in full within 24 hours.

(c) When a holiday falls upon the usual pay-day, workers shall be paid on the preceding working-day.

(d) Workers shall be supplied in writing with full details of the manner in which their wages have been calculated.

Outside Work

12. If a worker is required by his employer to work at a place outside of the employer's factory, workshop, depot, or place at which he normally reports, and is thereby put to expense in travelling to and from his work greater than that which he incurs when working in the factory, workshop, depot, or place at which he normally reports, the employer shall reimburse him for such extra expense.

If the time occupied in travelling to the job necessarily is longer than to his ordinary place of employment, then such excess time shall be paid for at ordinary rates of pay.

Where workers are normally required to report at a depot or employer's place of business, the time at which they are required to report shall be deemed to be the hour of starting work and the time at which they return to the depot or employer's place of business shall be the normal finishing time.

Country Work

13. (a) "Country work" shall mean work performed by a worker which necessitates his lodging elsewhere than at his usual place of residence.

(b) A worker engaged on country work shall be conveyed by his employer to and from such work free of charge, or his travelling-expenses going to and returning from such work shall be paid by his employer.

(c) The employer shall provide the worker while on country work with suitable board and lodging.

(d) Time occupied in travelling shall be paid for at ordinary rates; but no worker shall be paid more than the ordinary day's pay for any day occupied by him in travelling, even though the hours occupied may exceed eight, unless he is in the same day occupied in working for his employer.

(e) Ordinary saloon steamer and second-class railway fares shall be paid for by the employer, or air transport when required by the employer shall be paid for by the employer.

(f) Subject to an agreement with the union secretary, an employer may agree that workers employed on country work may work in excess of the hours prescribed: 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 1s. 6d. per hour in addition to the ordinary rates.

(g) When practicable, workers employed on country work shall be provided with travelling facilities to enable them to travel to and from the depot from which they are usually employed every second week-end in working hours.

Camps

14. (a) Workers living in camps provided by the employer shall be paid 9s. 2d. per day as food allowance: Provided that this allowance shall not be payable for any day on which a worker is absent from camp, the amount not to exceed £2 15s. 2d. per week.

(b) Huts, wire-wove mattresses, and cooking equipment and utensils shall be provided by the employer free of charge, and the erection and dismantling of the camp may be carried out in the employer's time: Provided that tents shall be used in substitution for huts, in which case the standard shall be subject to approval by the union secretary. Lighting shall be provided for camps.

(c) When practicable, workers living in camps shall be provided with travelling facilities to enable them to travel to and from the depot from which they are usually employed every second week-end in working hours.

(d) Where a camping gang consists of five or more workers, the employer shall provide a cook and pay him to cook for the workers. In smaller gangs a reasonable time shall be allowed one of the workers to carry out the preliminary work of preparing the meals.

(e) A worker temporarily employed as a cook shall not have his wages reduced and shall receive at least a linesman's rate of pay.

(f) A worker may, if he so desires, elect to remain in camp on ordinary week-ends and holidays: Provided that not more than six days' camp allowance in any one week shall be paid for.

(g) Subject to an agreement with the union secretary, an employer may agree that workers employed on camp work may work in excess of the hours prescribed: 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 1s. 6d. per hour in addition to the ordinary rates.

(h) A lock-up cabinet or box shall be supplied to each workman employed under this clause and living in a tent.

Dirt-money

15. (a) Where the conditions are unhealthy or more injurious to clothing than the ordinary working conditions "dirt-money" at the rate of 2s. 3½d. per day or portion of a day shall be paid.

(b) Conditions of employment of workers engaged on sewerage plants or systems shall be mutually arranged between the secretary of the union and the particular employer concerned.

(c) Where a worker is required to use Atamax or similar corrosive cleanser he shall be provided with rubber gloves, and, where necessary, with suitable protective clothing.

Temperature-money

16. (a) Any worker required to work in any compartment or confined space where the temperature is above 110 degrees or below 40 degrees Fahrenheit shall be paid, in addition to the rate of wages to which he is entitled for the time at which the work is performed, a special rate computed at ordinary rates for the time he is so employed, provided that such work extends beyond half an hour.

(b) No worker shall be compelled to work in any space where the temperature has been raised above 120 degrees Fahrenheit.

(c) The person in charge of the job shall determine and certify to the temperature of any place for the purpose of this clause of the award.

(d) Adequate ventilation shall be provided on tunnel jobs.

Tools

17. (a) Except in the case of electrical fitters and electricians, all necessary tools, including one knife and suitable gloves where necessary, shall be provided by the employer.

(b) Electrical fitters and electricians shall provide their own tools, except that, where necessary for the employer's work, employers shall provide conduit and wood casing fitting tools, which shall comprise stocks and dies, tenon-saw, pipe-vice, hacksaw blades and files, soldering-bolts, plugging-chisels, blow-lamps, snips, spanners and foot-print pliers (when of unusual size), keyhole-saw blades, all augers, and all wood-bits over 1 in. in size, and all test equipment. All steps and ladders required shall be provided by the employer.

(c) Workers shall sign for any tools served to them if requested by the employer, and shall return such tools in good order, subject to fair wear and tear, or pay for them at their value at the time of loss, provided suitable facilities are provided by the employer for safely storing tools while not in use.

First-aid Outfits

18. A suitable first-aid outfit, fully equipped, and also a chart of instructions for treating cases of apparent electrocution shall be supplied to each gang and to each truck.

Meal-money

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

(b) Employers shall provide a meal, or they shall allow meal-money at the rate of 4s. 6d. per meal when workers other than shift workers are called upon to work:

- (i) After 1 p.m. on a Saturday or on a Sunday;
- (ii) After 6 p.m. on other days;
- (iii) After 11 p.m. on other days or continuing into the following day.

(c) Payment of meal money or provision of meals as above shall not be required:

- (i) Where workers are outside borough or city areas at such meal time, when the actual cost of the meal shall be paid by the employer;
- (ii) Where workers can reasonably get home for their meals;
- (iii) Where workers required to work after 1 p.m. on a Saturday or a Sunday and notification of such requirement has been given on the previous day;
- (iv) Where workers working after 6 p.m. or 11 p.m. have not been continuously employed for the preceding five hours.

(d) The employer shall make provision for meals for workers engaged on emergency fault work in areas or places where a meal cannot reasonably be obtained, or alternatively the employer shall pay an allowance of 4s. 6d.

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

Accommodation

20. (a) The employer shall provide at each depot accommodation to the satisfaction of the Inspector of Awards to enable workers to change and dry their clothes and have their meals.

(b) The accommodation shall be used solely for the purposes mentioned and shall be kept thoroughly clean. The employer shall make provision for boiling water for meals, morning and afternoon intervals, and knock-off times at depots.

(c) Where necessary, the employer shall also provide proper sanitary accommodation.

Higher Grade Workers

21. Any worker put to do work of a higher grade shall receive the wages of such grade while so employed, and any worker temporarily put to do work of a lower grade shall not as a result have his wages reduced.

Termination of Employment

22. (a) In the case of a weekly worker or of a worker who has been employed continuously for three months or more, one week's notice of the termination of engagement shall be given by the worker or by the employer as the case may be: Provided that this shall not prevent an employer from summarily dismissing a worker for serious misconduct: Provided, further, when the required notice is not given, the worker or employer improperly terminating the service shall pay or forfeit one week's wages or the value of the unexpired period of notice, as the case may require.

(b) In other cases the engagement may be terminated by one hour's notice on either side.

Proportion of Linesmen's Assistants to Linesmen

23. The proportion of linesmen's assistants to linesmen shall not exceed one linesman's assistant to each linesman employed in each gang.

A linesman's assistant with three years' experience, if qualified as such, shall be classed as a linesman.

Special Payments

24. (a) Workers employed on heavy or vibrating tools such as heavy hammers, drills or gads, power vibrators, mechanised rammers or pneumatic breakers, or as shot firers, shall be paid 3½d. per hour, with a minimum payment of 1s. 2d. per day extra.

(b) Where any worker, at the request of his employer, uses his push-bicycle in connection with his employment during working-hours, the employer shall pay such worker 3s. per week for the use of same.

(c) A worker required by his employer, and agreeable to using climbing-irons, shall be paid 2s. 10½d. per day or part of a day while so employed.

(d) In those cases where consumers put through telephone calls direct to the residences of troublemen, servicemen, or other men on stand-by duty, a bonus at the rate of £5 15s. per annum shall be paid on the last pay-day before Christmas.

(e) Workers employed on oxy-acetylene, coal-gas, or electric welding, except on spot- or butt-welding machines, for four hours or less in a day shall be paid 1s. 5¼d. per day extra; for more than four hours in a day, 2s. 3½d. extra per day.

(f) Where cable-layers are called upon to work in water slush, mud, or the like, 2 in. or more in depth in a trench, they shall be supplied with gumboots and be paid an additional 2¼d. per hour whilst so employed.

General Conditions

25. (a) Gloves shall be provided for workers handling stones, broken concrete or stranded steel or wire roped slings liable to injure the worker's hands, or when employed at hammer, drill or gad work.

(b) When working on tar, bitumen, pitch, or filling compound, workers shall be supplied with gloves or other suitable protective equipment.

(c) Any worker who is called upon to ride a motor-cycle with or without a side-car, or drive a car, van, or truck, in connection with the discharge of his duties shall have the cost of his driver's licence refunded by the employer.

(d) All workers employed substantially outside shall be supplied with waterproof coats, or waterproof jackets and leggings or trousers and sou'westers and, where necessary, with rubber boots; these shall be replaced when faulty.

(e) Where trucks are used for transporting workers, suitable waterproof covers and supports shall be supplied, where necessary, to give shelter. Seating accommodation shall be provided on overhead construction or overhead maintenance trucks for the number of men normally working from such trucks. In other cases seating accommodation shall be provided where practicable.

(f) Except for the purpose of replacing fuses, no worker shall be allowed to work on live fault-work on a pole unless accompanied by at least one capable man also competent to apply resuscitation.

(g) No live-line work shall be done in wet weather, excepting on essential faults, unless recognised safety equipment is provided.

(h) Workers working with transformer oil (other than in closed containers) shall be supplied with overalls and suitable footwear.

(i) A maximum interval of 10 minutes without deduction of pay shall be allowed all workers each morning and afternoon.

(j) It shall be necessary that arrangements be made for the employer to be in touch at reasonable intervals with any worker who is working alone.

(k) If the work of a troubleman includes line-repair work then any worker appointed to such a position shall have had sufficient experience in that class of work.

(l) Where a worker is required to handle ladders over 65 lb in weight, he shall be assisted by another worker.

(m) It shall be optional for a worker to work in any place infected with a notifiable disease; he shall be reasonably protected against such disease to the satisfaction of the medical officer or authority in charge of the case.

(n) Where necessary any worker shall be supplied with overalls on request but not with more than two pairs in any year of service. Smocks shall be available for the use of inspectors if required.

(o) Where reasonably necessary the employer shall provide accommodation in which the worker may keep his clothing.

(p) If a worker has completed his apprenticeship wherein he was required to transfer to any other employer or employers in order to complete his training and then returned to his first employer as soon as his contract permits his service shall be deemed to be continuous with the first employer.

Any worker who has completed his apprenticeship shall, for the purpose of this award, be deemed to be 21 years of age.

Long Service Bonus

26. After three years of continuous service with the same employer every worker shall be entitled to a service bonus of 3s. 4d. per week; and after seven years of continuous service with the same employer 6s. 8d. per week; and after 10 years' continuous service with the same employer 10s. per week above the rates prescribed in clause 2 and subclause (a) of clause 3: Provided that this provision shall not apply when the employer has in operation or brings into operation a scheme for rewarding long service whether on a weekly or annual basis which is not less favourable to the workers than the foregoing provisions.

Matters Not Provided For

27. The essence of this award being that the work of the employer shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is hereby provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a committee composed of two representatives of the employer and two representatives of the union, together with, if required by either party, an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district: Provided that all disputes shall be considered by the committee within one month of the date of notification to the unions concerned of such dispute. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within 14 days after the decision has been made known to the party desirous of appealing.

Stand-by Allowance

28. All workers required to stand by outside their normal working-hours shall be paid an allowance of £1 3s. per week with a minimum average of 11s. 6d. per week, but no worker shall be required to stand by more than two weeks in four. All workers required to stand by on a statutory holiday shall receive the ordinary week's pay plus one extra day's pay plus ordinary time for any time worked on the holiday.

Troublemens shall not be required to stand by on their rostered days off excepting in exceptional circumstances.

Summary of Special Payments

29. Attention is drawn to the following provisions for special payments:

3. (a) *re* tool allowance.
3. (c) *re* workers in charge.
3. (d) *re* area officer.
5. (b) *re* stand-by allowance.
7. (b) *re* shift allowance.

- 14. (a) *re* food allowance.
- 15. *re* dirt money.
- 16. (a) *re* temperature money.
- 19. (b) *re* meal money.
- 19. (d) *re* meal money.
- 19. (e) *re* meal money.
- 24. (a) *re* heavy and vibrating tools.
- 24. (b) *re* bicycle allowance.
- 24. (c) *re* climbing allowance.
- 24. (d) *re* telephone bonus.
- 24. (e) *re* welding allowance.
- 24. (f) *re* wet places.
- 26. *re* long service bonus.
- 28. *re* stand by allowance.

Attention is also drawn to other special or penal provisions such as are prescribed in:

- Clause 5, (a) (iii) (v).
- 8, (b), (c), (d), (e) and (f).
- 9, (e).
- 10, (b).
- 14, (d).
- 25, (h).

Requirements of Economic Stabilisation Regulations

30. No worker bound by this award shall in any week be paid a lesser amount by his employer than the worker would have been entitled to be paid under this award if it had specifically applied the general order of the Court dated 18 September 1959 otherwise than by incorporation pursuant to the pronouncement of the Court dated 18 September 1959.

Effective Operation of Award

31. (a) Every employer bound by this award shall permit the secretary, branch secretary, or other authorised officer of the union of workers to enter at all reasonable times (to be mutually arranged between the employer and the union) upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

(b) The employer shall, on request of the secretary or branch secretary of the union, at not shorter intervals than six months, supply the names of all employees at such time employed within the scope of this award.

(c) The employer shall give recognition to a shop steward or liaison officer who has been elected by a properly conducted secret ballot of members of the union employed by him: Provided that this provision shall apply only to the main depots of any employer.

(d) Provided reasonable notice is given to the employer the branch secretary or other accredited representative of the union may arrange with the employer to hold a meeting not exceeding one hour's duration at a time and place to be mutually agreed upon. Not more than one such meeting shall be held in any year.

Workers to be Members of Union

32. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, 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 18 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 21 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 section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Under-rate Workers

33. (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 14 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.

Exemptions

34. Subject to agreement with the union secretary, any full-time engineering student of any recognised college in the Dominion who engages himself to any employer party to this award for the purpose of obtaining practical experience to supplement his theoretical training shall be exempt from the provisions of this award.

Application of Award

35. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every 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

36. This award shall operate throughout the Northern, Taranaki, Wellington, and Otago and Southland Industrial Districts.

Term of Award

37. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 12th day of October 1959, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 30th day of June 1961.

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 10th day of February 1960.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, embodies the terms of settlement arrived at by the assessors in Conciliation Council.

With the consent of the representatives of the parties the Court has inserted clause 30 in the award to meet the requirements of regulation 5B of the Economic Stabilisation Regulations 1953.

A. TYNDALL, Judge.