

(8083.) SOUTHLAND ELECTRICAL WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments ; and in the matter of an industrial dispute between the Invercargill Branch of the Amalgamated Engineering Union (including Motor Mechanics Electricians, and other Electrical Workers) Industrial Union of Workers (hereinafter called “ the union ”) and the undermentioned persons, firms, and companies (hereinafter called “ the employers ”) :—

Bluff Borough Council, Bluff.

Burt, A. and T. (Limited), Electrical Engineers, Invercargill.

Chester Construction Company, Invercargill.

Dominion Electrical Company, Don Street, Invercargill.

Gore Borough Council, Gore.

Henderson and Brown, Electrical Engineers, Tay Street, Invercargill.

Invercargill Borough Council, Invercargill.

Lincoln, H., Electrical Engineer, Clyde Street, Invercargill.

Mataura Borough Council, Mataura.

Parkinsons Limited, Electrical Engineers, Dee Street, Invercargill.

Southland Electric-power Board, Invercargill.

Winton Borough Council, Winton.

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 8th day of December, 1926, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 7th day of February, 1925.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Interpretation.

1. (a.) Electricians: "Electricians' work" shall be deemed to mean and include the constructing, erecting, installing, and repairing of all classes of electric-lighting and power appliances, and of any other appliance which requires practical knowledge of electricity.

(b.) "Linesmen's work" shall be deemed to mean and include the complete installation of overhead and underground electric-light mains from the supply-station to the point of connection to the consumer, and the erection and connecting-up of transformers and street lamps, also welding.

(c.) "Linesmen's assistants' work" shall be deemed to mean and include the carrying-out of all necessary work in assisting linesmen and under their direction.

Wages.

2. (a.) Electricians: Journeymen electricians shall be paid not less than 2s. 2d. per hour.

(b.) Any journeyman who is placed in charge of work on which three or more journeymen are employed shall, in addition to the ordinary journeyman's wages, receive 1s. per day.

Linesmen.

3. (a.) Linesmen shall be paid not less than 2s. 1½d. per hour.

(b.) Assistant linesmen shall be paid not less than 1s. 1½d. per hour.

(c.) If linesmen's assistants are temporarily employed as linesmen they shall be paid at linesmen's rate of pay for such time as they are so employed: Provided that if they are so engaged for any period they shall be paid not less than two hours at the linesmen's rate of pay.

Dirt-money.

4. Dirt-money at the rate of 1s. 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 cement-works, chemical-works, soapworks, foundries, tunnels, or storage-battery works, or on such other work as may be mutually agreed upon as coming under the term of "dirty work."

Hours of Work.

5. Forty-four hours shall constitute a week's work. The working-hours shall be between the hours of 8 a.m. and 5 p.m. on five days of the week, and between the hours of 8 a.m. and noon on Wednesday or Saturday.

Overtime.

6. (a.) All time worked in any one day outside of or in excess of the hours provided for in clause 5 hereof shall be paid for at the rate of time and a half for the first four hours, and double time for all further time so worked.

(b.) If a worker is called from his home to work outside ordinary working-hours, then he shall be paid, in addition to his wages, for time reasonably occupied by him in traveling from and returning to his home.

(c.) For all work done between the hours of 12 midnight and 5 a.m. double time shall be paid, and from 5 a.m. to 8 a.m. time and a half shall be paid.

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

Holidays.

7. (a.) For all time worked on Sunday, Christmas Day, Boxing Day, New Year's Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, or the birthday of the reigning Sovereign double time shall be paid.

(b.) Borough councils and the Southland Electric-power Board shall be exempted from the operation of this clause, with the exception of Good Friday and Christmas Day, and in lieu of same shall grant twelve consecutive days' annual holidays on full pay.

Improvers.

8. An "improver" shall be deemed to mean an apprentice who has served a term of five years, but may continue to serve his present employer for a further term of one year at the rate of 1s. 4½d. per hour.

Suburban Work.

9. (a.) "Suburban work" shall be deemed to mean work performed by a worker at a distance of over one and a half miles from his employer's place of business (or some central place to be agreed upon), but which does not come within the definition of "country work."

(b.) Workers shall be at the place where the work is to be performed at the hour appointed for the commencement of the work, but if such place is distant more than one and a half miles from the employer's office or place of business or the central place selected (or if he has no office or place of business, then his residence) workers employed thereon shall be allowed and paid for the time reasonably occupied by them in travelling to and from such work beyond the one-and-a-half-miles radius, or they shall be conveyed to and from such work at the cost of the employer; but 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 done shall be entitled to the allowance mentioned in this clause. All time travelled beyond the one and a half miles shall be allowed for at the rate of four miles per hour.

Country Work.

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

(b.) A worker employed 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, but once only during the continuance of the work if the work is continuous and the worker is not in the meantime recalled by his employer.

(c.) The employer shall either provide every worker employed on country work with suitable board and lodging while so employed or shall pay the worker 4s. 2d. per day in addition to his ordinary wages.

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

(e.) When a worker is employed on country work at such a distance that he is unable to return to his home at night, he may agree with his employer to work at ordinary rates in excess of the hours prescribed by clause 5 hereof.

General Provisions.

11. (a.) Employers shall provide their employees with the following tools: Soldering-bolts, metal-pots, conduit-fitting tools, files, blow-lamps, vice, hack-saw, blades and frames, drills, and keyhole-saw blades, and carpenter's saw.

(b.) Workers shall be supplied with the best quality gloves and lifebelts.

(c.) The worker shall be responsible for all tools and materials supplied to him, and shall make good any loss, fair wear-and-tear excepted.

Under-rate Workers.

12. (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.

Preference.

13. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within fourteen days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of this clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

(c.) Employers, when requested by the secretary of the union, shall supply a list of the workers employed coming within the scope of this award; such list need not be supplied more often than once in each month.

Exemptions.

14. The foregoing provisions of this award shall, so far as the undermentioned employers are concerned, be modified in manner following, that is to say: Except for linesmen employed on emergency shift, whose hours shall be forty-eight per week,—

(a.) Forty-four hours shall constitute a week's work, but may be worked within such hours as the exigencies of the employment may reasonably require, but shall not exceed eight hours in any one day.

(b.) Overtime shall be paid for any time worked in excess of eight hours on five days of the week, or of four hours on the statutory half-holiday, at the rate of time and a half for the first four hours and thereafter double time.

(c.) The following are the employers referred to in this clause: The Bluff Borough Council; the Gore Borough Council; the Invercargill Borough Council; the Mataura Borough Council; the Winton Borough Council; the Southland Electric-power Board.

Scope of Award.

15. This award shall operate throughout the Provincial District of Southland.

Term of Award.

16. This award, in so far as it relates to wages, shall be deemed to have come into force on the 8th day of December, 1924, 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 8th day of December, 1926.

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 7th day of February, 1925.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

This award embodies, without alteration, the recommendations of the Conciliation Council, which the parties agreed to accept.

[L.S.]

F. V. FRAZER, Judge.