

(8464.) AUCKLAND SWITCHBOARD-ATTENDANTS (IN POWER-STATIONS).—AWARD.

In the Court of Arbitration of New Zealand, Northern 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 Auckland Electrical Trades (Switchboard-attendants' Section) Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

The Auckland Electric-power Board, Quay Street, Auckland.  
Wilson's (N.Z.) Portland Cement (Limited), (Wairua Power-station), Richard Upton Buildings, Customs Street East, Auckland.

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 from the 4th day of January, 1926, and shall continue in force until the 31st 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 18th day of December, 1925.

[L.S.]

F. V. FRAZER, Judge.

#### SCHEDULE.

##### *Interpretation.*

1. (a.) Switchboard and substation operators' work shall mean and include the operation of switchgear and electrical machinery, the keeping of records as required, cleaning and effecting ordinary repairs to electrical apparatus as may from time to time be necessary, or generally to perform any duties in connection with the operation of electrical plant that they may be called upon to do.

(b.) "A beginner" for the purpose of this award shall mean a fully qualified person within the meaning of clause 7 of this award, who shall be working under the direct supervision of a qualified operator and learning the routine of the work.

*Rates of Pay.*

2. (a.) *Substations.*—Rates of pay for switchboard-attendants shall be—For the first nine months of service with the Board, £5 10s. per week; after the first nine months of service with the Board, £5 15s. per week.

(b.) *Main Station.*—Switchboard-attendants in the main station at Auckland shall, on account of the conditions of working, receive an extra 5s. per week.

All attendants shall take shifts in any of the Board's substations or at the main station, as directed.

Reasonable time and instruction shall be allowed to attendants to familiarize themselves with the plant before they are required to take charge of the operating of any switchboard or plant.

*Hours of Work.*

3. (a.) Six shifts of eight hours shall constitute an ordinary week's work, but, if required, seven shifts shall be worked in any one week without payment for overtime, provided that not more than eighteen shifts are worked in any one period of three weeks, commencing from the week in which the ordinary week's work varied.

(b.) The times of commencing the shift shall be as decided by the Board, and shall be fixed having regard to both the convenience of the operators and the running of the Board's undertaking.

(c.) Shifts shall revolve weekly or fortnightly, as may be arranged.

*Changing of Shifts.*

4. Switchboard-attendants shall have the privilege of changing shifts one with another provided the sanction of the engineer in charge is obtained.

*Overtime.*

5. Time-and-a-half rates shall be paid on week-days, and double-time rates on Sundays, for all time worked over and above the usual shifts, except under the conditions provided for under clause 3.

*Holidays.*

6. (a.) *Annual leave.*—Three weeks' annual leave shall be granted on full pay to each switchboard-attendant.

(b.) In the event of an attendant leaving his situation before the completion of a year's service he shall receive remuneration as compensation for work on Sundays and statutory holidays as follows: For four months' service he shall receive one week's pay; for eight months' service or over he shall receive two weeks' pay.

*Qualification of Operators.*

7. On and after the coming into operation of this award no person shall be engaged as an operator who does not hold an electrical wireman's license, or is a fully qualified electrical fitter, or has had at

least four years' operating experience in a power-station, or has such other qualifications which, in the opinion of the engineer in charge, render him suitable for the position.

*Sick or Accident Pay.*

8. The present arrangement regarding sick and accident pay shall hold good—viz., two weeks on full pay, and six weeks on half pay. A doctor's certificate shall be supplied in all cases.

*Pay-day.*

9. All wages earned by the workers up to and including Monday of each week shall be paid on the following Thursday during working-hours.

*Promotion.*

10. Promotion shall follow the lines of the Board's present policy whereby any member of the staff shall receive preference over outside applicants: Provided that the general manager shall be the sole judge of the qualifications of any member of the staff for promotion.

*Change of Duties.*

11. When an operator is called upon to perform duties classed at a higher rate, he shall receive the remuneration obtaining for that particular duty for the period he is so employed.

*Fares.*

12. While on the Board's business, employees shall be paid all fares and out-of-pocket expenses and for all time occupied in travelling.

*Meal-money.*

13. When an employee is required to work overtime for more than one hour after his shift is completed he shall be allowed 1s. 6d. in addition to his wages to procure a meal, provided he cannot reasonably get home for that purpose. Such allowance shall be paid to him at the time the work is required to be done.

*Termination of Engagement.*

14. Not less than one week's notice shall be given on either side of the intention to terminate a worker's engagement.

*Accidents.*

15. A St. John Ambulance or similar first-aid compressed kit shall be kept in a convenient place in each station and substation. Provision shall also be made for a plentiful supply of hot water at short notice.

*Preference.*

16. (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 seven 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 1s. per week, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

*Matters not provided for.*

17. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned 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, 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 written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

*Exemption.*

18. Wilsons (N.Z.) Portland Cement (Limited) is exempt from the provisions of this award: Provided that at the Wairua Power-station the company shall observe the hours of work provided in clause 3, and pay the wages prescribed in clause 2 hereof.

*Scope of Award.*

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

*Term of Award.*

20. This award shall come into force on the 4th day of January, 1926, and shall continue in force until the 31st 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 18th day of December, 1925.

[L.S.]

\_\_\_\_\_ F. V. FRAZER, Judge.

## MEMORANDUM.

The principal matter in dispute was wages. In the opinion of the Court the rates offered by the employers are adequate, and compare favourably with the rates agreed on for shift engineers; who are more highly qualified employees. The union asked for a number of new conditions, but the evidence did not warrant the Court in departing from the terms of the expired agreement.

\_\_\_\_\_ F. V. FRAZER, Judge.