

NORTHERN INDUSTRIAL DISTRICT **SWITCHBOARD**
OPERATORS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Auckland Electrical Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned Boards, Councils, and companies (hereinafter called "the employers") :—

The Auckland Electric-power Board, Auckland, C. 1.

The Auckland City Council, Auckland, C. 1.

Tauranga Borough Council, Tauranga.

Taumarunui Borough Council, Taumarunui.

Wilson's New Zealand Portland Cement Co., Shortland Street, Auckland, C. 1.

Thames Borough Council, Thames.

Te Aroha Borough Council, Te Aroha.

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 30th day of September, 1938, 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 May, 1938.

[L.S.]

W. J. HUNTER, Judge.

SCHEDULE.

Interpretation.

1. (a) "Switchboard and substation operators' work" shall mean and include the operation of switch-gear 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) "Board" shall mean the Electric-power Boards or other parties covered by this award.

Rates of Pay.

2. (a) Rates of pay for switchboard operators 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, subject to the special provisions of the Factories Act, 1921-22, and its amendments and regulations thereunder in respect of additional payments for time worked on Sundays and statutory holidays and half-holidays.

(b) During such time as the steam-plant at the King's Wharf Station of the Auckland Electric-power Board is operating, the switchboard operators at that station shall receive extra payment at the rate of 5s. per week.

(c) All operators shall take shifts in any of the Boards' sub-stations, or at the main station, as directed.

(d) Reasonable time and instruction shall be allowed to operators 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) Five shifts of eight hours shall constitute an ordinary week's work.

(b) The times of commencing the shift shall be 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 as may be arranged.

(d) Switchboard operators shall have the privilege of changing shifts one with another: Provided the sanction of the engineer in charge is obtained and such change does not involve the payment of overtime.

Overtime.

4. Time and a half rates shall be paid on week days for the first four hours and double time rates thereafter; and double time rates shall be paid on Sundays for all time worked over and above the usual shifts.

Annual Holidays.

5. (a) A worker shall be allowed three weeks' holiday on full pay at the end of each twelve months' continuous service, at a time to be arranged by the Board.

(b) If a worker leaves or is discharged before he has completed twelve months' continuous service he shall be granted pay in lieu of the holiday mentioned in subclause (a) in proportion to the time served.

Sick and Accident Leave.

6. The Auckland Power Board and Wilson's Portland Cement Co. shall continue as in the past to grant two weeks' sick leave on full pay and up to six weeks on half-pay subject to a doctor's certificate being supplied in all cases where the operator is absent from work for more than two days.

The other parties to this award shall continue to observe any practice in respect of sick or accident leave which was in force prior to the 4th day of February, 1937.

Pay-day.

7. All wages earned by the workers up to and including Monday of each week shall be paid on the following Thursday during working-hours: Provided that where the present practice is to pay wages at longer intervals such practice may continue.

Qualification of Operators.

8. 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 unless he is a fully qualified

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

Change of Duties.

9. 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.

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

Promotion.

11. 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.

Meal-money.

12. 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.

Termination of Engagement.

13. Not less than one week's notice shall be given on either side of the intention to terminate a worker's engagement: Provided that at the time of engagement a longer period of notice may be agreed upon.

General Conditions.

14. (a) Adequate facilities shall be provided by employers at each station for the purpose of boiling water and heating meals.

(b) Facilities shall be provided in each station for operators to change their clothing in privacy.

Accidents.

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

Matters not provided for.

16. 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.

Right of Entry to Factories.

17. The secretary or other authorized officer of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works, and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Workers to be Members of Union.

18. (a) 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 or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(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.)

Application of Award.

19. 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 the 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 district to which this award relates.

Scope of Award.

20. This award shall operate throughout the Northern Industrial District.

Term of Award.

21. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of April, 1938, 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 30th day of September, 1938.

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 May, 1938.

[L.S.]

— W. J. HUNTER, Judge.

MEMORANDUM.

The principal matters referred to the Court were wages, hours, overtime, and annual holiday.

Mr. Bishop, for the employers, contended that the effect of the Orders in Council (Serial numbers 2/1936 and 11/1936) is that payment for work done on Saturday afternoons should be at ordinary rates. The Court cannot agree with this contention and is of opinion that work done on Saturday afternoons must be paid for at time and a half.

It is regretted that the Court has been unable to make an award earlier. The members were not agreed, and further delay arose out of circumstances connected with the retirement from the Court of Mr. Anderson as employers' representative and the appointment of Mr. Duff in his stead.

In order to make an award, the Court, by a majority, has decided to adopt the provisions of the old award (except where the parties have agreed to vary them) and make the term for a short period so that the parties will not be long delayed in making application to the Court to decide any matters in difference as a fresh dispute, should they so desire.

Mr. Duff desires to say that, while he does not wish to file a formal dissent, he is of opinion that in view of the fact that the workers now work only a forty-hour week (exclusive of overtime) the annual holiday should not be three weeks.

W. J. HUNTER, Judge.