

WESTLAND **ELECTRIC-POWER SUPPLY AUTHORITIES'**
OPERATORS.—AWARD.

In the Court of Arbitration of New Zealand, Westland 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 (except Northern Industrial District) Amalgamated Engineering and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned companies and Council (hereinafter called "the employers") :—

Kanieri Electric, Ltd., Hokitika.

Reefton Electric Light and Power Co., Ltd., Reefton.

Westland Power, Ltd., Hokitika.

Westport Borough Council, Westport.

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 4th day of October, 1943, 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 28th day of October, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Interpretation.

1. (a) "Workers" shall mean and include operators, racemen or gaugers, and juniors operators.

(b) "Operators' work" shall mean and include the attending, operating, and assisting in the maintenance of the necessary machinery, the keeping of records, cleaning, the installation of brushes, renewal of fuses, resetting of relays, voltage adjustments, cleaning of screens, and gauging of water of forebay.

(c) "Junior or assistant operators" are workers of at least eighteen years of age who have had less than four years' experience in power-house operating.

(d) "Racemen or gaugers" are workers other than labourers engaged on water-gauging, clearing, or cleaning and maintenance of water-races, intakes, tunnels, flumings, dams, and pipe-lines.

Hours of Work.

2. (a) For shift-workers the ordinary hours of work shall not exceed eighty-eight per fortnight, to be worked in shifts not exceeding eight hours.

(b) Where workers are required to work shifts, such shifts shall rotate so that each worker will receive an equal share of Saturday and Sunday work.

(c) For all other workers except racemen the ordinary hours of work shall not exceed forty per week, to be worked on the first five days between the hours of 7.30 a.m. and 5.30 p.m.

(d) Where an operator works more than two Sundays in any month he shall be allowed one day off, other than a Sunday or statutory holiday, once each month at a time to be mutually arranged between the employer and the worker.

Wages.

3. (a) The existing practice regarding the payment of wages shall continue.

(b) Should the provisions of the Factories Act, 1921-22, and its amendments requiring payment to shift-workers for work done on Sundays and holidays be amended during the currency of this award, the wages set out herein shall be adjusted so that the average weekly earnings of any worker shall not be reduced.

(c) The following shall be the minimum rates of wages:—

Operators: 2s. 4d. per hour, provided that such workers shall be guaranteed an average weekly payment of not less than £6.

Racemen: £6 per week.

Junior Operators—

First year: 1s 3d. per hour, provided that such workers shall be guaranteed an average weekly payment of not less than £2 10s.

Second year: 1s. 5d. per hour, provided that such workers shall be guaranteed an average weekly payment of not less than £2 16s. 8d.

Third and fourth years: 1s. 10d. per hour, provided that such workers shall be guaranteed an average weekly payment of not less than £3 13s. 4d. in the third year and £4 in the fourth year.

Thereafter: Operators' rates.

(d) Any worker in receipt of a higher wage than herein mentioned shall not have his wages reduced during the currency of this award.

(e) Where weekly wages are prescribed the employer may make a rateable deduction for time lost by the worker through sickness, accident, or default.

Increase in Rates of Remuneration.

4. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Overtime.

5. (a) All time worked in excess of the time mentioned in clause 2 hereof in any one day shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) If at any time a worker is called out after having ceased work, then the time so worked shall be paid for at ordinary overtime rates, to be computed from the time of leaving home to the time of his return.

(c) Supper and crib time when working overtime shall be paid by the employer.

Annual Leave.

6. (a) All workers covered by this award, except shift-workers and racemen, shall be entitled to one week's holiday on full pay after the completion of twelve months' continuous service from the date of their last annual leave or from the date of the making of this award if no annual leave had been given previously.

(b) Shift-workers and racemen shall be entitled to two weeks' holiday on full pay after the completion of twelve months' continuous service from the date of their last annual leave.

(c) Such holidays shall be taken at a time to be mutually arranged, and, where practicable, shall immediately precede or follow the long week-end off.

(d) Where a worker's employment is terminated after the completion of four months' continuous service he shall receive a proportionate holiday or payment in lieu thereof.

Holidays.

7. (a) The provisions of the Factories Act, 1921-22, and its amendments, and modifications regarding Sundays and holidays and payment for work done on such days, shall apply to all workers covered by this award.

(b) "Relieving operators": Workers already in the employment but who are not regularly employed as operators may be employed under this award to relieve regular operators during periods of their absence on holiday or sick-leave, or other temporary absence, including periods while undergoing military training in New Zealand. Notwithstanding the provisions of clause 6 hereof, such workers shall be allowed or paid for a proportion of the annual holiday prescribed by this award according to the length of time served as relieving operators, but such time shall not count as time worked in his usual occupation.

General Conditions.

8. (a) Permanent racemen who are required to work in wet places shall be supplied with suitable gum boots.

(b) The existing practice regarding the payment of bicycle and/or car allowance shall continue.

Termination of Engagement.

9. Except in the case of misconduct, termination of engagement of weekly workers shall be by one week's notice on either side.

Accident Provisions.

10. A suitable first-aid outfit shall be supplied at each station.

Right of Entry.

11. 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.

Matters not provided for.

12. Any dispute in connection with any matter not provided for in this award shall be settled between the employer's representative 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 for the district, who may 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 fourteen days after such decision shall have been communicated to the party desirous of appealing.

Workers to be Members of the Union.

13. (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.)

Scope of Award.

14. This award shall operate throughout the Westland Industrial District.

Term of Award.

15. This award, in so far as it relates to wages, shall be deemed to have come into force on the 4th day of October, 1941, 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 4th day of October, 1943.

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 28th day of October, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.