

OTAGO HOSPITAL BOARD **ELECTRICIANS.**—AWARD

In the Court of Arbitration of New Zealand, Otago and Southland 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 Dunedin and Suburban General Electrical Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned Board (hereinafter called "the employers") :—

Otago Hospital Board, Dunedin.

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 27th day of August, 1946, 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 27th day of August, 1945.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Scope of Award

1. This award shall apply to electricians employed by the Otago Hospital Board.

Hours of Work

2. The ordinary hours of work shall not exceed forty per week, to be worked on five days of the week, eight hours per day, Monday to Friday inclusive, between the hours of 7.30 a.m. and 5 p.m.

Overtime

3. (a) All time worked on any day outside of or in excess of the hours prescribed in clause 2 hereof shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) All time worked after midday on Saturday or on Sunday shall be paid for at double ordinary rates.

(c) Any worker working overtime on any day and continuing to work after midnight shall be paid double rates after midnight.

Emergency Work

4. (a) One worker shall be on call each week for emergency work outside of ordinary working-hours. A roster shall be prepared showing the rotation of such stand-by week among all workers.

(b) Workers shall be allowed annual leave of one week's paid holiday as a recompense for standing by (as provided in subclause (a) hereof), such annual leave to be in addition to the annual holiday of two weeks provided for in clause 10 (d).

Tea-money

5. Employers shall provide a meal or allow meal-money at the rate of 2s. per meal when workers are called upon to work overtime after 6 p.m., provided that such workers cannot reasonably get home to their meals. The provisions of clause 8 hereof increasing rates of remuneration shall not apply to the meal-money payment provided for in this clause.

Dirt-money

6. Where the conditions are unhealthy or more injurious to clothing than the ordinary workshop conditions, dirt-money at the rate of 1s. 6d. per day or portion of a day shall be paid to workers.

Wages

7. (a) The minimum wages of a worker under this award shall be £6 1s. 8d. per week.

(b) A leading hand shall be paid 7s. 6d. per week extra.

(c) Wages shall be paid fortnightly in the employer's time.

(d) No deduction shall be made from the weekly wage provided for herein except for time lost through the worker's sickness, or default, or for accident not arising out of or in the course of the employment.

(e) A casual worker who is employed for less than forty hours in any one week shall be paid at the rate of not less than 3s. 1d. per hour.

General Orders under Rates of Wages Emergency Regulations

8. Except as otherwise provided, the two general orders made under the Rates of Wages Emergency Regulations 1940, and dated 9th August, 1940, and 31st March, 1942, respectively, shall be deemed to be incorporated in this award and shall have effect according to their tenor.

Outside Work

9. The existing conditions relative to the performance of work in or at any of the Board's institutions shall continue.

Holidays

10. (a) The following holidays shall be allowed without deduction from pay: Christmas Day, Boxing Day, New Year's Day and the day following New Year's Day, Anzac Day, Good Friday, Easter Monday, the birthday of the reigning Sovereign, and Labour Day.

(b) Any work done on any of the days mentioned in subclause (a) shall be paid for at double ordinary rates.

(c) Should any of the above days (other than Anzac Day) fall on a Sunday, the holiday shall be observed on the next succeeding working-day.

(d) An annual holiday of two weeks shall be allowed in accordance with the Annual Holidays Act, 1944.

Tools

11. The employer shall find all tools except screw-drivers, pliers, and pocket-knives.

Sick-leave

12. Every worker after twelve months' continuous service shall be entitled, on production of medical evidence within forty-eight hours, to sick-leave with pay up to five days in any one year.

Termination of Employment

13. The employer may dismiss a worker only on giving one week's notice or on payment of one week's wages in lieu of notice. Provided that this clause shall not prevent the employer from summarily dismissing a worker for wilful misconduct.

Matters not provided for

14. 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 shall either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Right of Entry

15. The secretary or other authorized officer of the union shall be entitled to enter at all times upon the premises or offices of the employer for the purpose of interviewing any employee in connection with the operation of this award, but not so as to interfere unreasonably with the employer's business.

Workers to be Members of Union

16. 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 person who is not for the time being a member of an industrial union of workers bound by this award.

Term of Award

17. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of April, 1945, 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 27th day of August, 1946.

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 27th day of August, 1945.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The matters referred to and settled by the Court related to emergency work, wages, and tools. In making the wages payable retrospectively to the 1st April the Court has taken into consideration an application made under the Economic Stabilization Emergency Regulations for amendment of the expiring award.

Mr. Monteith is not in agreement, and his dissenting opinion follows.

A. TYNDALL, Judge.

DISSENTING OPINION OF MR. MONTEITH

I dissent from this award as the wage of £6 1s. 8d. per week does not preserve the margin generally now in operation. I believe that it would take another 1s. 8d. per week to restore these workers to their relative position. An increase of only 3d. per hour has been awarded, whereas in recent cases 3½d. per hour has been granted.
