

OTAGO RURAL ELECTRIC-POWER-STATION EMPLOYEES.—
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 New Zealand Engineering, Coachbuilding, Aircraft and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned Boards (hereinafter called "the employers") :—

Otago Central Electric-power Board, Alexandra, and Cromwell.

Teviot Electric-power Board, Teviot.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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 on the day of the date hereof and shall continue in force until the 1st day of June, 1950, 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 24th day of November, 1948.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Hours of Work

1. (a) An ordinary week's work shall consist of five days of eight hours each, which shall be worked between the hours of 7.30 a.m. and 5 p.m., Monday to Friday inclusive. The starting and finishing times may be varied by mutual agreement between the employer and the worker.

(b) Shifts may be worked as required by the employer. Eight hours shall constitute an ordinary shift. Not less than one shift off shall separate two working shifts. Should a worker be required to alter a shift, not less than one week's notice shall be given on either side, except in case of emergency, when the chief engineer shall have the sole right to decide.

(c) Shifts shall, wherever possible, revolve weekly.

Overtime

2. (a) All time worked in excess or outside of the hours prescribed in clause 1 hereof shall count as overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter. Time worked after noon on Saturday up to midnight on Sunday and on statutory holidays shall be paid for in accordance with the provisions of the Factories Act.

(b) Overtime shall be calculated daily.

Wages

3. The minimum rates of wages shall be as follows:—

			Per Annum.		
			£	s.	d.
Generating Superintendent	(Otago	..	600	0	0
Central Electric-power Board)					
Generating Superintendent	(Teviot	..	550	0	0
Electric-power Board)					
			Per Week.		
			£	s.	d.
Shift engineers	..	..	8	7	6
Station operators	..	..	7	5	0
Fitters and motor mechanics	..	..	7	6	8

A shift worker working partly or wholly outside the daily hours prescribed herein shall be paid 3s. per shift extra.

Holidays

4. (a) *Day-workers*.—The following shall be the recognized holidays: New Year's Day, 2nd January, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day or a day to be substituted therefor.

Annual holidays shall be allowed in accordance with the Annual Holidays Act, 1944.

(b) In the case of shift-workers, an annual leave of eighteen working-days, based on five days in seven consecutive days, shall be granted on full pay to each shift-worker after twelve months' service, meaning that annual leave of twenty-five consecutive days shall be granted on full pay to each shift-worker after twelve months' service.

In the event of a worker leaving his situation before the completion of a year's service, he shall receive pay for holidays on a *pro rata* basis.

(c) *General*.—Workers employed partly on day-work and partly on shift-work shall receive proportionate annual holidays according to the length of time worked on day and shift work. Wherever practicable, twenty-eight days' notice shall be given to workers when they are required to take their holidays.

General Provisions

5. (a) A modern first-aid emergency case, fully equipped, shall be kept in a convenient place.

(b) *Tool Allowance*.—Mechanics required to supply their own tools shall be paid $\frac{3}{4}$ d. per hour extra. Fitters required to supply their own tools shall be paid 2s. per week extra.

(c) *Welding-allowance*.—Workers employed on oxy-acetylene or electric welding for less than four hours in a day shall be paid 1s. per day extra; for more than four hours in the day, 1s. 6d. extra per day.

(d) *Clothing-allowance*.—Mechanics shall be provided with two suits of overalls per annum, which shall be laundered at the employer's expense. Alternatively, such workers shall be paid $1\frac{1}{2}$ d. per hour extra as a clothing-allowance, in which case they shall supply and launder their own overalls.

(e) *Transport*.—The employer shall, where necessary, transport the worker to and from his place of work, and the worker's time shall be calculated from the usual time of commencing work on the job.

Workers to be Members of Union

6. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, 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.

(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.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union commits a breach of this award, and shall be liable accordingly.

(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.)

Under-rate Workers

7. (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.

Matters Not Provided For

8. If a dispute shall arise between the parties to this award upon any matters arising out of or in connection with the award and not specifically dealt with herein, representatives of the union shall have the right to confer with the Board concerned, and the Board shall deal with the matter as expeditiously as possible: Provided that the union, within fourteen days after the decision has been conveyed to it by the secretary of the Board, if it is dissatisfied therewith, may appeal to the Court of Arbitration, which may amend the decision in any way as, after hearing the parties, it shall consider necessary or desirable.

Application of Award

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

Scope of Award

10. This award shall operate throughout that portion of the Otago and Southland Industrial District formerly known as the Otago Provincial District.

Term of Award

11. This award shall come into force on the day of the date hereof, and shall continue in force until the 1st day of June, 1950.

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 24th day of November, 1948.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

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

A. TYNDALL, Judge.