

NORTH ISLAND SWITCHBOARD OPERATORS—AWARD

[Filed in the Office of the Clerk of Awards, New Plymouth]

In the Court of Arbitration of New Zealand, Northern, Taranaki, and Wellington Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the North Island Electrical Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned union, company, Boards, and Councils (hereinafter called "the employers") :—

- Auckland Electric-power Board, Queen Street, Auckland.
- Hawke's Bay Electric-power Board, Heretaunga Street, Hastings.
- Horowhenua Electric-power Board, Levin.
- Kaponga Town Board, Kaponga.
- Manawatu-Oroua Electric-power Board, Palmerston North.
- Napier Borough Council, Napier.
- New Plymouth City Council, New Plymouth.
- New Zealand Electric-power Boards and Supply Authorities' Industrial Union of Employers, Post Office Box 1017, Wellington.
- Opunake Electric-power Board, Opunake.
- Palmerston North City Council, Palmerston North.
- Poverty Bay Electric-power Board, Gisborne.
- South Taranaki Electric-power Board, Hawera.
- Taranaki Electric-power Board, Eltham.
- Taumarunui Borough Council, Taumarunui.
- Tauranga Borough Council, Tauranga.
- Te Aroha Borough Council, Te Aroha.
- Thames Borough Council, Thames.
- Taihape Borough Council, Taihape.
- Wilson's Portland Cement Company, Shortland Street, Auckland.
- Wairarapa Electric-power Board, Carterton.
- Wellington City Corporation, Town Hall, Wellington.
- Wanganui-Rangitikei Electric-power Board, St. Hill Street, Wanganui.
- Wairoa Electric-power Board, Wairoa, Hawke's Bay.

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 as hereinafter provided, and shall continue in force until the 31st day of December, 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 21st day of November, 1949.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Interpretation

1. "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 performing any duties in connection with the operation of electrical plant that they may be called upon to do.

Rates of Pay

2. (a) Rates of pay for switchboard operators shall be: For the first nine months of service, £8 3s. 4d. per week; after the first nine months of service, £8 8s. 4d. per week; subject to the special provisions of the Factories Act, 1946, and regulations thereunder, in respect of additional payments for time worked on Sundays and statutory holidays and half-holidays.

(b) Single ordinary rate extra shall be paid for ordinary time worked on Sunday. Double ordinary rate extra shall be paid for ordinary time worked on statutory holidays prescribed by the Factories Act, 1946, and on Anniversary Day. Half ordinary rate extra shall be paid for ordinary time worked on Saturday after 12 noon.

(c) When a worker works on an afternoon or night shift, he shall be paid an allowance of 2s. 6d. a shift.

(d) All operators shall take shifts in any of the supply authorities' substations or at the main station, as directed.

(e) 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.

(f) The employer may make a rateable deduction from the weekly wages prescribed for any time lost by the worker through sickness, accident, default, or by request of the worker.

(g) A worker shall be paid an amount equal to one-fifth of the wage prescribed in subclause (a) of this clause, when a statutory holiday under the Factories Act, 1946, or Anniversary Day falls on the worker's day off: Provided that time so paid for shall not be counted as time worked when computing overtime.

Hours of Work

3. (a) Five shifts of eight hours shall constitute an ordinary week's work: Provided that the hours of attendance of operators employed in substations or in small generating-stations of an automatic or semi-automatic nature where shifts are not generally observed may be agreed upon between the union and the employer concerned.

(b) The time of commencing the shifts shall be decided by mutual arrangement and shall be fixed having regard to both the convenience of the operators and the running of the undertaking.

(c) Shifts shall revolve as may be arranged.

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

(e) Notwithstanding anything contained in the foregoing subclauses hereof, quick shifts may be worked where necessary for roster changes provided an eight-hour break is allowed.

Overtime

4. Time and a half rates shall be paid on week-days for the first three hours and double time rates thereafter. Double time rates shall be paid on Sundays, statutory holidays under the Factories Act, and on Anniversary Day or a day in lieu thereof to be agreed upon, for all time worked over and above the usual shifts. Overtime payments shall be calculated on the wages prescribed in subclause (a) of clause 2.

Annual Holidays

5. (a) Two weeks' holiday on full pay shall be granted to each worker under this award on completion of each year of service in terms of the provisions of the Annual Holidays Act, 1944, and its amendments. The holiday shall be taken at a time or times to be mutually arranged between the employer and the worker.

(b) All workers after ten continuous years' service with the same employer shall be granted one week extra annual holiday.

(c) Subject to the provisions of the Annual Holidays Act, 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.

(d) If a statutory holiday falls within a worker's annual leave period, another day shall be added to such period without deduction from the weekly wage.

(e) The qualifying period of a worker's holidays shall be taken from the date on which he originally commenced his employment or from the date on which his last holiday fell due and not from the date on which his last holidays were taken.

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 in each calendar year, 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, 1947.

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 licence, 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 employer'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 present policy whereby any member of the staff equally suitable shall receive preference over outside applicants. The engineer shall be the judge of the qualification of any worker 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 2s. 6d. in addition to his wages to procure a meal, provided he can not reasonably get home for that purpose.

Termination of Employment

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; but this shall not prevent an employer from summarily dismissing a worker for serious misconduct.

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 at each station for operators to change their clothing in privacy, and hot and cold water shall be provided for washing.

(c) As far as practicable, the employer shall arrange that another person shall be present on the premises when an operator is required to do work outside of his ordinary duties elsewhere than on the operating-floor.

(d) As far as practicable, an operator shall not be required to serve on holiday relief for successive years.

(e) Overalls and footwear shall be available for workers required to work with transformer oil.

(f) In power-stations or substations where a room or enclosure is set aside as an office, such room or enclosure shall be suitably heated and ventilated.

(g) On request, suitable accommodation for bicycles shall be provided.

(h) In cases where the secretary of the union and the employer agree that it is necessary, each man shall be provided with a locking cupboard, the dimensions of which shall be not less than 4 ft. 6 in. high, 2 ft. wide, and 1 ft. 3 in. deep, or such other dimensions as may be agreed upon.

Accidents

15. Where operators are employed, a suitable first-aid kit shall be maintained in a convenient place. Provision shall also be made for a plentiful supply of hot water in such place 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 shall 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

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) 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.)

(d) Employers shall, on written request, supply the names of operators to the branch secretary of the union every three months.

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 districts to which this award relates.

Scope of Award

20. This award shall operate throughout the Northern, Taranaki, and Wellington Industrial Districts.

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 August, 1949, 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 31st day of December, 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 21st day of November, 1949.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council. Wages have been made payable retrospectively, in accordance with the agreement of the parties.

An application has been made to strike out the Wellington City Council as a party, and this application will be heard by the Court at a later date.

A. TYNDALL, Judge.