

KAIKOURA COUNTY COUNCIL **POWER-HOUSE EMPLOYEES**—INDUSTRIAL  
AGREEMENT

[Filed in the Office of the Clerk of Awards, Christchurch]

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1954, this thirtieth day of May, 1955, between the New Zealand Engineering, Coachbuilding, Aircraft, and Related Trades Industrial Union of Workers (hereinafter referred to as "the union") and the Kaikoura County Council (hereinafter referred to as "the employer") whereby it is mutually agreed by and between the said parties as follows:

1. The terms, conditions, stipulations, and provisions set out in the Schedule hereto shall be binding upon the said parties and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions required to be done, observed, and performed and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

*Definitions*

1. (a) For the purpose of this agreement, "power-house operator" means a shift-worker capable of taking charge of the Council's diesel-engine plant, and the maintenance of overhead electric lines.

(b) "Electrician" shall mean a registered worker employed on electrical installations and repairs coming within the scope of the New Zealand Electrical Wiring Regulations.

*Hours of Work*

2. (a) The ordinary hours of work for all workers (other than shift-workers) coming within the scope of this agreement shall not exceed forty per week or eight per day, Monday to Friday, both days inclusive.

(b) Workers employed on shift work may be required to work seven shifts in any week: Provided that the total number of shifts to be worked in each consecutive two-weekly period shall not exceed ten. All rosters shall be subject to the approval of the electrical engineer.

Shifts shall revolve weekly or fortnightly according to arrangement.

*Wages*

3. (a) The minimum rates of wages payable to workers under this agreement shall be—

	Per Week		
	£	s.	d.
(i) Senior power-house operator	9	8	1
Other power-house operators	8	19	3
(ii) Registered electricians	10	10	5

(b) The senior electrician shall be paid 5s. 9d. per week extra, plus free power, and shall take charge during absences of the electrical engineer.

*Increase in Rates of Remuneration*

4. The rates of remuneration determined by this agreement shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilization Regulations, 1953, and dated the 28th day of October, 1954.

(EXPLANATORY NOTE.—The general order of the 28th October, 1954, increased rates of remuneration determined by awards and industrial agreements by an amount equal to 13 per cent thereof, but excluded from the scope of the increase—

- (1) Such portion of the remuneration of each worker in each week as exceeded the amount of £12 in the case of adult male workers, the amount of £9 in the case of adult female workers, and the amount of £7 in the case of male and female workers under the age of twenty-one years; and
- (2) All allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

The term "remuneration" means salary or wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commission, and any other emolument, whether in one sum or several sums; and also includes travelling expenses.)

*Overtime*

5. (a) In the event of a breakdown in the machinery which would interfere with the running of the works, the electrical engineer may recall any worker in order to effect repairs or meet the emergency.

(b) Except in the case of shift-workers, all time worked after 5 p.m. Monday to Friday shall be paid for at the rate of time and a half for the first three hours and double time thereafter. All overtime shall be calculated on a daily basis.

*Holidays*

6. The following shall be the recognized holidays: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and Anniversary Day or a day in lieu thereof.

In the case of wiremen and their assistants, such holidays shall be observed and paid for, and any work performed on any such day or on a Sunday shall be paid for at double time rates.

In the case of power-house operators, the following rates shall be paid in addition to their ordinary week's pay, in accordance with the Factories Act:

For work done on Saturdays, after noon: Half-time in addition.

For work done on Sundays: Ordinary time in addition.

For work done on holidays: Double time rates in addition.

*Annual Leave*

7. (a) All shift-workers shall be allowed fifteen working-days' holiday on full pay on completion of each year's service, such leave to commence from the expiration of the period during which the worker may at the time of taking such leave be entitled to be off work.

(b) Twenty-eight days' notice shall be given to workers when they are required to take their holidays.

(c) Except as otherwise provided in this clause, the provisions of the Annual Holidays Act, 1944, shall apply.

### *General Conditions and Conveniences*

8. (a) A modern first-aid emergency case, fully equipped, shall be kept in a convenient place in or near the station.

(b) All workers shall be provided with not more than two suits of overalls per annum, provided that the electrical engineer may authorize the issue of overalls more often if satisfied that they are necessary.

(c) All tools shall be supplied by the employer.

(d) Individual lockers shall be provided for engineers wherein they may hang their clothes.

(e) The existing practice in respect of conveniences shall be continued.

(f) A rubber apron shall be supplied for work on batteries.

(g) Workers shall sign for any tools served to them if requested by the employer, and shall return such tools in good order, subject to fair wear and tear. Suitable facilities shall be provided by the employer for safely storing tools.

(h) Changing Shifts.—Workers shall be allowed to change shifts with one another with the permission of the electrical engineer: Provided, however, that no overtime shall be payable in the case of a worker working longer than the prescribed number of hours in order to effect a change of shift.

### *Termination of Employment*

9. Except with the consent of the employer, no worker shall terminate his engagement otherwise than by giving his employer fourteen days' notice in writing of his intention to do so. The employer may terminate the engagement of any worker in like manner and by like notices, save in the case of a worker guilty of misconduct, who may be dismissed summarily.

### *Disputes*

10. Any dispute in connection with any matter not provided for in this agreement 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 local Conciliation Commissioner, who may 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 to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

### *Workers to be Members of Union*

11. (a) Subject to the provisions of subsection (5) of section 174 of the Industrial Conciliation and Arbitration Act, 1954, it shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement.

(b) For the purpose 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 agreement 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 agreement, and shall be liable accordingly.

(NOTE.—Attention is drawn to subsection (3) of section 174 of the Industrial Conciliation and Arbitration Act, 1954, which gives to workers the right to join the union.)

#### *Under-rate Workers*

12. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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.

#### *Sick-leave*

13. The existing provisions as specified by resolution of the employing authority in respect of payment to workers while sick shall continue.

#### *Scope of Agreement*

14. This agreement shall apply to the parties named herein.

#### *Term of Agreement*

15. This agreement in so far as it relates to rates of wages shall be deemed to have come into force on the 7th March, 1955, and as far as all the other conditions of this agreement are concerned it shall come into force on the day of the date hereof and continue in force until the 31st day of March, 1957.

Signed on behalf of the New Zealand Engineering, Coachbuilding, Aircraft, and Related Trades Industrial Union of Workers—

[L.S.]

J. NEALE, Secretary.

Signed on behalf of the Kaikoura County Council—

H. J. HEWSON, County Chairman.

J. N. BURNS, County Clerk.