

OTAGO CENTRAL AND TEVIOT ELECTRIC-POWER BOARDS' MOTOR
MECHANICS, FITTERS, AND STATION OPERATORS—INDUSTRIAL

AGREEMENT

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 21st day of July 1958 between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers (hereinafter called the "union") of the one part, and the Otago Central Electric-power Board, Alexandra, and Cromwell, and the Teviot Electric-power Board, Teviot (hereinafter called the "employers") of the other part.

That, as between the parties hereto, the terms, conditions, stipulations and provisions contained and set out in the Schedule hereto shall be binding upon the said parties, and the said terms, conditions, stipulations, and provisions shall be and are hereby incorporated in and declared to form part of this agreement; that the said parties hereto shall observe and perform every matter and thing by this agreement and by the said terms, conditions, and provisions required to be 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. Any failure to observe the conditions, stipulations and provisions, contained herein shall be deemed a breach of this industrial agreement.

SCHEDULE

Hours of Work

1. (a) Forty hours shall constitute an ordinary week's work and eight hours an ordinary working day. Unless otherwise provided herein the daily hours shall be worked between 7.30 a.m. and 5 p.m. on five days of the week Monday to Friday inclusive. The starting and finishing times may be varied by mutual agreement between the employers and the workers.

(b) Shifts may be worked as required by the employers. 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 the case of emergency when the chief

engineer shall have the sole right to decide. Time worked by station operators 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.

(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.

(b) All time worked by employees (other than station operators) after noon on Saturday, or on Sundays and statutory holidays shall be paid for at double time rates.

(c) Overtime shall be calculated daily.

Wages

3. The minimum rates of wages shall be as follows:		Per Week.		
		£	s.	d.
Motor mechanics (certified)	.....	11	6	8
Motor mechanics	.....	11	3	4
Fitters	.....	11	3	4
Station operators	.....	10	10	0

A shift worker working partly or wholly outside the daily hours prescribed herein shall be paid 3s. 6d. per shift extra.

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 Stabilisation Regulations 1953, and dated the 26th day of October 1956.

(EXPLANATORY NOTE—The general order of 26 October 1956, increased rates of remuneration determined by awards and industrial agreements by an amount equal to 18 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 £13 in the case of adult male workers, the amount of £9 15s. in the case of adult female workers, and the amount of £7 10s. in the case of male and female workers under the age of 21 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.)

Holidays

5. (a) *Day-workers*—The following shall be the recognised holidays; New Year's Day, 2 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 18 working-days, based on five days in seven consecutive days, shall be granted on full pay to each shift-worker after 12 months' service, meaning that annual leave of 25 consecutive days shall be granted on full pay to each shift-worker after 12 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, 28 days' notice shall be given to workers when they are required to take their holidays.

General Provisions

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

(b) *Tool allowance*—Mechanics and fitters required to supply their own tools shall be paid 1d. per hour extra.

(c) *Welding allowance*—Workers employed on oxy-acetylene or electric welding for less than four hours in a day shall be paid 1s. 6d. per day extra; for more than four hours in a day 2s. 3½d. 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 1½d. 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

7. (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 purposes of subclause (a) of this clause a person of the age of 18 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 21 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

8. (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 14 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

9. If a dispute shall arise between the parties to this agreement upon any matters arising out of or in connection with the agreement 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 14 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 Agreement

10. This agreement shall apply only to the parties named herein.

Scope of Agreement

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

Term of Agreement

12. This agreement shall come into force as from the 30th day of June 1958 and shall continue in force until the 30th day of June 1960.

Signed for and on behalf of the Otago Central Electric-power Board, Alexandra, and Cromwell—

W. BRINGANS, Chairman.
ARTHUR E. ELLIS, Chief Engineer.

Signed for and on behalf of the Teviot Electric-power Board, Teviot—

J. HAINSWORTH, Chairman.
W. J. HENDERSON, Secy.-Manager.

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

[L.S.]

J. NEALE, Secretary.