

NORTH ISLAND SWITCHBOARD OPERATORS—AWARD

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

In the Court of Arbitration of New Zealand, Northern, Taranaki, and Wellington Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the North Island Electrical Trades Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned union, companies, 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 City Council, Napier.

New Plymouth City Council, New Plymouth.

New Zealand Electrical Supply Authorities Industrial Union of Employers, 154 Featherston Street, Wellington.

New Zealand Forest Products, Kinleith.

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.

Tasman Pulp and Paper Mills Ltd., Kawerau.

Taumarunui Borough Council, Taumarunui.

Taupo Borough Council, Taupo.

Tauranga Borough Council, Tauranga.

Te Aroha Borough Council, Te Aroha.

Thames Borough Council, Thames.

Wairarapa Electric Power Board, Carterton.

Wellington City Corporation, Town Hall, Wellington.

Wilson's Portland Cement Co., Shortland Street, Auckland.

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 130 of the Industrial Conciliation and Arbitration Act 1954, 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 30th day of June 1961 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 11th day of July 1960.

[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 £14 4s. 3d. per week.

After the first nine months of service £14 13s. 6d. per week.

(b) The following shall be the recognised paid 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 in lieu thereof.

(c) Single ordinary rates 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 in subclause (b) of this clause. Half ordinary rate extra shall be paid for ordinary time worked on Saturday after 12 noon.

(d) When a worker works on an afternoon or night shift, he shall be paid an allowance of 3s. 6d. a shift.

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

(f) Reasonable time and instruction shall be allowed to operators to familiarise themselves with the plant before they are required to take charge of the operating of any switchboard or plant.

(g) 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.

(h) 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 (other than Anzac Day) under this award falls on the worker's day off: Provided that time so paid for shall not be counted as time worked when computing overtime.

(i) In the event of a holiday, other than Anzac Day, named in this clause, falling on a Saturday or a Sunday such holiday shall be observed on the next succeeding working day or days.

Requirements of the Economic Stabilisation Regulations

3. No worker bound by this award shall in any week be paid a lesser amount by his employer than the worker would have been entitled to be paid under this award if it had specifically applied the general order of the Court dated 18 September 1959 otherwise than by incorporation pursuant to the pronouncement of the Court dated 18 September 1959.

Hours of Work

4. (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 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

5. Time and a half shall be paid on week days for the first three hours and double time thereafter. Double time rates shall be paid on Sundays and statutory holidays 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

6. (a) Three 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) Subject to the provisions of the Annual Holidays Act, if a worker leaves or is discharged before he has completed 12 months' continuous service he shall be granted pay in lieu of the holiday mentioned in subclause (a) in proportion to the time served.

(c) 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.

(d) The qualifying period of a worker's holiday 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 Leave

7. After one year's continuous service with the same employer, and on production of a medical certificate, a worker shall be entitled to five working days' sick leave without deduction of pay. For each additional year of service five working days' sick leave shall accrue with a maximum accumulation of 15 working days: Provided, however, that when the employer deems it necessary he may request the worker to produce a medical certificate from a medical practitioner nominated by the employer.

An employer shall have the right to deduct the number of days on sick leave already taken by the worker from the total number the worker is entitled to by calculation in order to determine the number of days due to him in the event of his falling sick.

The qualifying period of service under this clause shall be deemed to have commenced on 1 January 1953, but no retrospective payment may be claimed for sickness prior to the coming into force of this award.

Pay Day

8. (a) 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.

(b) When a holiday falls upon the usual pay-day, workers shall be paid on the preceding working-day.

(c) Workers shall be supplied in writing with full details of the manner in which their wages have been calculated.

Qualification of Operators

9. 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

10. Where 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

11. 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

12. 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

13. When an employee is required to work overtime for more than one hour after his usual shift is completed he shall be allowed 5s. in addition to his wages to procure a meal, provided he cannot reasonably get home for that purpose.

Termination of Employment

14. 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

15. (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) Workers employed for more than one hour in any day handling transformer or diesel oil shall be paid 2s. per day or part of a day extra while so employed, unless supplied with overalls and footwear.

(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 not be less than 4 ft 6in. high, 2ft wide, and 1 ft 3in. deep, or such other dimensions as may be agreed upon.

(i) Nothing in this award shall be construed to reduce wages at present in existence.

(j) Where, in the opinion of the engineer, overalls are necessary, such shall be supplied but not more than two pair shall be supplied each year.

(k) For all time during which a worker is required to work in any place within a building in an air temperature exceeding 110 degrees Fahrenheit he shall be paid ordinary time rate in addition to the rate otherwise payable to him.

Accidents

16. 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

17. The essence of this award being that the work of the employer shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is hereby provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, such dispute or difference shall be referred to a committee composed of two representatives of the employer and two representatives of the union, together with, if required by either party, an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district: Provided that all disputes shall be considered by the committee within one month of the date of notification to the unions concerned of such dispute. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

Right of Entry

18. The secretary or other authorised 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

19. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, 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 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 award 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 award, and shall be liable accordingly.

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

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

Application of Award

20. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every industrial union, industrial association, or employer who, not being an original party hereto, is, when this 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

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

Term of Award

22. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the first day of the working week in each establishment commencing on or after the 6th day of June 1960, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 30th day of June 1961.

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 11th day of July 1960.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.
