

**MARLBOROUGH ELECTRIC-POWER BOARD EMPLOYEES.—  
AWARD**

In the Court of Arbitration of New Zealand, Marlborough 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 (except Northern Industrial District) Amalgamated Engineering and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned Board (hereinafter called "the employers") :—

Marlborough Electric-power Board, Blenheim.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 7th day of September, 1945, 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 7th day of September, 1944.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Industry to which Award applies*

1. This award shall apply to all employees of the Marlborough Electric-power Board.

##### *Definitions*

2. (a) "Linesmen's work" means and includes the complete installation of overhead light and power mains from the power-station to the point of connection to the consumers' premises, the erection and connecting-up of transformers and platforms and connecting-up of street lamps, and all repair and maintenance work in connection with overhead mains.

(b) "Linesmen's assistants' work" means and includes the carrying-out of all necessary work and assisting linesmen and under their direction. An assistant with two years' experience shall be graded as a linesman.

(c) "Labourers" shall mean men other than linesmen or linesmen's assistants engaged solely in digging post-holes, clearing line-routes, or other general labourers' work.

(d) "Inspectors' work" means and includes the inspecting and testing of consumers' installations, installing and maintaining meters and other instruments, and installing and maintaining such of the supply authority's electrical plant as comes within the scope of the Electrical Supply and Wiring Regulations.

(e) "Servicemen": The work of servicemen shall consist in attending to faults and repairs upon reticulation and distributing systems, consumers' installations, and all appliances.

(f) "Standby and power-house operators" includes workers engaged in the running and maintenance of all electrical machinery used in the generation or distribution of electricity.

(g) "Motor mechanics" are workers who are engaged in the maintenance of the Board's vehicles and who are subject to the terms of the Motor Mechanics' award.

*Working in Pairs*

3. Except in case of emergency due to breakdown or other accident, no worker shall be employed outside on any live high pressure or extra high pressure conductor or apparatus unless accompanied by a person competent to assist him.

*Wages*

4. (a) The minimum rates of pay shall be as follows:—

		Per Annum.		
		£		
Hydro-station engineer	.. .. .	..	..	400
Hydro-station operators	.. .. .	..	..	338
Inspectors	.. .. .	..	..	312
		Per Week.		
		£ s. d.		
Servicemen	.. .. .	5	15	0
Diesel-plant operators	.. .. .	5	10	0
Linesmen	.. .. .	5	10	0
Linesmen's assistants	.. .. .	5	5	0
Permanent labourer at hydro-station		5	5	0
		Per Hour.		
		£ s. d.		
Casual linesmen	.. .. .	0	2	9
Casual linesman's assistant	.. .. .	0	2	6½
Casual labourers	.. .. .	0	2	5
Motor mechanics: Rate provided in Motor Mechanics' award.				

(b) All wages shall, if possible, be paid on Thursday, but not later than Friday, and in the Board's time.

(c) Workers coming within the scope of this award shall not have their wages reduced in any case where a higher rate is now being paid.

(d) An employer shall not be bound to pay an assistant for time lost through sickness, or through the default of the assistant, or by his voluntary absence from work with the consent of the employer.

*Increase in Rates of Remuneration*

5. All rates of remuneration, including time and piece wages and overtime and any other special payments, provided for in this award shall be increased to the extent and in the manner prescribed by the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively.

**EXPLANATORY NOTE.**—(1) The general order of the 9th August, 1940, increased *rates of remuneration* determined by awards and industrial agreements and apprenticeship orders by an amount equal to 5 per cent. thereof.

2. (a) The general order of the 31st March, 1942, further increased *rates of remuneration* determined by awards and industrial agreements and apprenticeship orders (inclusive of the 5 per cent. increase provided by the general order of the 9th August, 1940) by an amount equal to 5 per cent. thereof, but excluded from the increase such portion of the *remuneration* of each worker as exceeded—

- (i) The amount of £5 a week in the case of male workers twenty-one years of age and over;
- (ii) The amount of £2 10s. a week in the case of female workers twenty-one years of age and over;
- (iii) The amount of £1 10s. a week in the case of male and female workers under twenty-one years of age; and
- (iv) The amount of £1 10s. a week in the case of apprentices under apprenticeship orders.

(b) The increase in *rates of remuneration* provided by the order referred to in (a) hereof applied to the unexcluded portion of the *remuneration* of each worker, irrespective of his or her total weekly *remuneration*.

3. The term "*rates of remuneration*" includes time and piece wages and overtime and any other special payments. The term "*remuneration*" means actual earnings, including time and piece wages and overtime and any other special payments.

### *Hours of Work*

6. (a) Forty hours shall constitute an ordinary week's work and eight hours an ordinary working-day.

(b) Unless otherwise provided herein, the daily hours shall be worked between 8 a.m. and 5 p.m. on five days of the week, Monday to Friday.

(c) Workers may be employed on any day of the week at the Diesel plant on hydro-station on shift work for not more than five shifts per week or for more than forty hours per week or for more than eight hours on any shift without payment of overtime.

(d) Workers employed on shift-work at the Diesel plant shall be paid 3s. per shift if any part of such shift falls between 5 p.m. and 8 a.m. of the following day.

(e) Hourly Workers: If after having commenced work it is necessary to cease owing to wet weather, the workers shall in each case be paid for a period of not less than one hour.

(f) Notwithstanding anything in the foregoing, servicemen may be worked 120 hours in a period of three weeks: Provided that such hours shall not be worked on more than twenty-two days in each consecutive four-weekly period.

(g) Where practicable, shift-workers shall be given their "days off" consecutively each week, also a consecutive Saturday and Sunday once in each four weeks.

#### *Overtime*

7. (a) Save in the case of servicemen and Inspectors, all time worked in excess of or outside of the hours mentioned in clause 6 hereof shall be paid at the rate of time and a half for the first four hours and double time thereafter.

(b) If at any time a worker is called out after having ceased work, then the time so worked shall be paid for at ordinary overtime rates, to be computed from the time of leaving the depot to the time of his return to the depot.

(c) When a worker is called out after having reached his home to perform any work he shall be paid a minimum of one hour at time and a half rates up to 10 p.m. and double time thereafter.

(d) No worker shall be required to work for more than four and a quarter hours continuously without an interval for a meal.

(e) Any worker having worked all day and having continued to work till after midnight shall be given eight hours off or be paid double time rates for all time worked on the second day.

#### *Holidays*

8. (a) The following holidays shall be allowed and paid for: Christmas Day, Boxing Day, New Year's Day and the day following, Good Friday, Easter Monday, Labour Day, Anniversary Day, and the birthday of the reigning Sovereign.

(b) Except in the case of shift-workers, time worked on any of the above-named holidays or on Sundays shall be paid for at double the ordinary rates.

#### *Annual Leave*

9. (a) Shift-workers employed at the hydro-station or Diesel plant who are required to work shifts on holidays, Saturdays, or Sundays without payment of overtime shall be given twenty-one continuous days paid annual leave.

(b) Other workers shall be given fourteen continuous days paid annual leave.

(c) In the event of a worker leaving his situation before the completion of a year's service, he shall receive remuneration in proportion to his service in lieu of holidays.

(d) Annual leave shall be given at a period suitable to the employer and, where possible, during the summer months.

#### *Suburban Work*

10. All travelling-time from the employer's depot to the place of work to be part of a day's work and to be paid for at ordinary rates, but in the case of shift-work at the present standby plant the standby power-house shall be considered the employer's depot.

#### *Country Work*

11. (a) "Country work" shall mean work performed at a distance which necessitates a worker sleeping away from his home.

(b) Any worker employed upon country work shall be conveyed by his employer to and from his work free of charge, or his travelling-expenses shall be paid by his employer going to and returning from such work once.

(c) Time occupied in travelling shall be paid for at the ordinary rates, but no worker shall be paid more than an ordinary day's pay for any day occupied in travelling, although the hours occupied may exceed eight, unless he is on the same day occupied in working for his employer.

(d) Permanent workers employed upon country work shall be paid an additional sum of 5s. 2d. per day for each day worked, but the employer may, in lieu thereof, provide them with suitable board and lodging at his own expense. Suitable board and lodging shall include the providing of mattresses and stretchers. In the case of headworks and Seddon relieving staff, where lodging is provided, £1 per week additional shall be paid.

(e) Notwithstanding anything contained herein, an employer may agree with any worker that in respect of any specified country work the hours of work shall be other than those hereinbefore prescribed: Provided, however, that all time worked outside of or in excess of such prescribed hours shall be considered overtime and shall be paid for at the rates of 1d. per hour in addition to the ordinary rates.

*Allowance (Motor-car and Motor-cycle)*

12. Workers using their own motor-cars or motor-cycles in connection with their employer's business and with his consent shall be paid 3½d. per mile in the case of a motor-car and 2d. per mile in the case of a motor-cycle.

*Tools*

13. All necessary tools, including knives (one knife each year) and pliers, shall be provided by the employer; but the worker who receives such tools shall sign for them and be responsible for their safety. In the event of tools being lost they shall be replaced by the worker responsible for their safety.

*Accident Provisions*

14. A suitable ambulance first-aid outfit and extra kit shall be supplied to each gang.

*Matters not provided for*

15. Should any dispute or difference arise in connection with any matter not provided for in this award, it shall be settled between the employers concerned and two representatives of the union. If a settlement is not arrived at, it shall be referred to the District Conciliation Commissioner, who may decide the matter or refer it to the Court. Either party may appeal to the Court of Arbitration from the decision of the Commissioner upon giving to the other party fourteen days' notice in writing of intention so to appeal.

*Wet Places*

16. Workers employed in wet places shall be supplied with gum boots.

*Dirt-money*

17. Dirt-money at the rate of 2s. per day or portion of a day shall be paid for all work done by any worker who is required to change oil in transformers or who is required to work outside during wet weather.

*General Provisions*

18. (a) Workers shall be supplied with best-quality rubber gloves and lifebelts.

(b) Washing facilities consisting of hot water and basin shall be provided at the stand-by plant.

*Higher-grade Workers*

19. Any worker put to do work of a higher grade for more than one day shall receive wages of such grade while so employed.

*Employment of Youths*

20. (a) Until such time as the employer is entitled to an apprentice to the electrical wiring trade, youths under twenty-one years of age may be employed on terms and conditions agreed upon between the employer and the union.

(b) The minimum rate of wages for youths shall be not less than those provided in the Metal Trades' award.

*Workers to be Members of Union*

21. (a) Subject to the provisions of section 18 (5) 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 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 award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(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*

22. (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.

#### *Scope of Award*

23. This award shall apply to the parties named herein.

#### *Term of Award*

24. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of August, 1944, 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 7th day of September, 1945.

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 7th day of September, 1944.

[L.S.]

A. TYNDALL, Judge.

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#### 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.

In making the award the Court has had regard to the provisions of the Economic Stabilization Emergency Regulations 1942.

A. TYNDALL, Judge.