

HAWKE'S BAY ELECTRIC-POWER BOARD **SHIFT-ENGINEERS.**—  
 AGREEMENT UNDER LABOUR DISPUTES INVESTIGATION  
 ACT, 1913.

THIS industrial agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 28th day of October, 1942, between the Hawke's Bay Electric-power Board (hereinafter referred to as "the employer"), of the one part, and the New Zealand Institute of Marine and Power Engineers (Inc.), Wellington Branch (hereinafter referred to as "the Institute"), of the other part, whereby it is mutually agreed and declared between and by the employer and the institute as follows:—

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

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively 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.

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SCHEDULE.

*Branch of Work covered.*

1. (a) This agreement shall apply to shift engineers, but shall not apply to a Supervising or Superintending Engineer, whether or not he may have to take a shift.

(b) A "shift engineer" shall mean a worker who has served an apprenticeship of at least five years as a mechanical engineer in a workshop where engines are built or repaired and who during his shift is required to be in charge of machinery.

*Duties.*

2. (a) The duties of a shift engineer shall be to operate the machinery during his shift and to effect such repairs as may be reasonably necessary for the safety of the machinery running.

(b) He may also be called upon to do overhaul and repair work and also erect new machinery in the establishment in which he is employed, or to do all or any of the work which his training fits him to do either during the time of shift or at any time which may be convenient to his employers.

*Hours of Work.*

3. The number of hours worked in a twenty-one-day period shall not exceed one hundred and twenty hours, and may be worked on any or all of the seven days of the week or on any statutory holiday.

*Salary.*

4. (a) The minimum rate of salary shall be: Shift engineer: £351 per annum, and this or any greater salary paid shall be accepted in full settlement for work done, subject to the provisions of clauses 8 and 9.

(b) No engineer covered by this agreement at present in receipt of a higher salary than is provided for in this agreement shall have his salary as a shift engineer reduced during the term of this agreement.

*General Orders made under Rates of Wages Emergency Regulations 1940.*

5. The two general orders made under the Rates of Wages Emergency Regulations 1940, and dated 9th August, 1940, and 31st March, 1942, respectively, shall be deemed to be incorporated in this agreement and shall have effect according to their tenor.

*Termination of Employment.*

6. The employment of any engineer covered by this agreement may be terminated by one calendar month's notice given by the engineer or by the employer.

*Promotion.*

7. Any shift engineer's position becoming vacant to be replaced by another engineer with qualifications enabling him to become a member of this institute up to a minimum of four shift engineers.

*Overtime.*

8. All time worked in excess of one hundred and twenty hours per three weeks shall be given as time off, within one month if possible. If such time off is not given within one month the annual leave of absence of the engineer shall be increased by the amount of time worked in excess of the above-mentioned hours.

*Holidays.*

9. (a) Three weeks' annual leave on full salary.

(b) The holiday concession shall be deemed to be accruing throughout each year of service, so that if after six months' continuous service an engineer is discharged for any cause other than misconduct he shall be paid at ordinary rates for such proportion of his holidays as shall then have accrued. Reasonable notification of holidays to be given.

*Settlement of Dispute.*

10. In the event of a dispute arising upon any matter whether referred to in this agreement or not, affecting the employment of shift engineers covered by this agreement, the matter in dispute shall be referred to a representative of the employer and the secretary of the institute, whose decision shall be final.

*Carrying-out of Agreement.*

11. This agreement shall be honourably carried out in its entirety by both parties to this agreement and the engineers covered by this agreement, notwithstanding any difference which may arise on matters not already provided for in this agreement, and no dispute with any other employers or any other employee shall be allowed to cause any cessation in the relationship of employer and employee contemplated by this agreement.

*Term of Agreement.*

12. This agreement shall come into force on the 1st day of October, 1942, and shall continue in force until the 30th day of September, 1944, and thereafter until superseded by a fresh agreement or terminated by one month's notice given by either party of their wish so to do.

The common seal of the Hawke's Bay Electric-power Board was hereto affixed in the presence of—

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| [L.S.] | M. S. CHAMBERS, Chairman.     |
|        | H. H. WYLIE, General Manager. |

The common seal of the New Zealand Institute of Marine and Power Engineers (Incorporated), Wellington Branch, was hereto affixed in the presence of—

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| [L.S.] | R. MCA. MOFFAT, Vice-President. |
|        | W. SOMMERVILLE, Secretary.      |

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Wellington, pursuant to section 8 (1) of the said Act, on the 12th day of November, 1942.