

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

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; And in the matter of the agreement made on the 15th day of December, 1949, between the Hawke's Bay Electric Power Board and the New Zealand Institute of Marine and Power Engineers (Inc.), Wellington Branch.

WHEREAS by the Economic Stabilization Emergency Regulations 1942, it is provided that no agreement made in pursuance of the Labour Disputes Investigation Act, 1913, shall come into force until it is filed under section 8 of the said Act: And whereas it is provided further that no such agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the agreement made on the 15th day of December,

1949, between the Hawke's Bay Electric Power Board, of the one part, and the New Zealand Institute of Marine and Power Engineers (Inc.), Wellington Branch, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said agreement for the purposes of the said regulations.

Dated this 3rd day of February, 1950.

[L.S.]

A. TYNDALL, Judge.

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 15th day of December, 1949, 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.

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 holidays.

Salary

4. (a) The rate of salary for workers coming within the scope of this agreement shall be £516 per annum such sum being inclusive of payments under sections 19 (4), 28 and 29 of the Factories Act, 1946.

(b) Any worker covered by this agreement at present in receipt of a higher salary than provided for herein shall not have his salary reduced whilst in his present employment.

Clothing

5. All shift engineers shall be supplied with two suits of overalls (white if procurable) once in each year.

Termination of Employment

6. The employment of an 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 the 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 month's 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 Disputes

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 differences 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 of the relationship of employer and employee contemplated by this agreement.

Term of Agreement

12. This agreement shall come into force on the first day of December, 1949, and shall continue in force until the thirteenth day of November, 1950, 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.

Signed on behalf of the Hawkes Bay Power Board—

C. A. COX, Chairman.

H. H. WYLIE, General Manager.

Witness to signatures—

Signed on behalf of the New Zealand Institute of Marine and Power Engineers (Inc.)—

A. G. WILSON, President.

W. SOMMERVILLE, Secretary.

Witness to signatures—J. Barson.

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 6th day of February, 1950.