

**WHAKATANE BOARD MILLS LTD. SHIFT ENGINEERS—
AGREEMENT UNDER LABOUR DISPUTES INVESTIGATION
ACT, 1913**

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Economic Stabilization Regulations 1950: And in the matter of the agreement made on the 29th day of March, 1950, between Whakatane Board Mills Limited and the New Zealand Institute of Marine and Power Engineers.

WHEREAS by the Economic Stabilization Regulations 1950 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 29th day of March, 1950, between Whakatane Board Mills Limited, of the one part, and the New Zealand Institute of Marine and Power Engineers, 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 8th day of August, 1950.

[L.S.]

A. TYNDALL, Judge.

**WHAKATANE BOARD MILLS LTD. SHIFT ENGINEERS—
AGREEMENT UNDER LABOUR DISPUTES INVESTIGATION
ACT, 1913**

THIS agreement made in pursuance of the Labour Disputes Investigation Act, 1913, this 29th day of March, 1950, between the Whakatane Board Mills Limited (hereinafter referred to as "the employer") of the one part, and the New Zealand Institute of Marine and Power Engineers (hereinafter referred to as "the institute") of the other part, whereby it is mutually agreed by and between 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 institute and its members and upon the employer and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The institute and its members and the employer shall respectively do, observe and perform every matter and thing by this agreement required to be done, observed and performed and shall not do anything in contravention of this agreement 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.

(b) The provision of this agreement shall not apply to the employer's Superintending Engineer, Chief Mechanical Engineer, Engineer in charge of Power House or to any Shift Engineer employed for a temporary or probationary period but not exceeding one month in each case.

2. No person shall be employed as a Shift Engineer under this agreement unless he has served an apprenticeship of not less than five years as a mechanical fitter and holds the necessary certificate and qualifications required by the Inspection of Machinery Act, 1928.

Duties

3. (a) The duties of Shift Engineers shall be to operate and supervise the employer's power plant water supplies air services and pass-out steam and to carry out any necessary repairs maintenance and overhauls in connection therewith and to install machinery of any class used in such power plant. Each Shift Engineer shall also be responsible for the maintenance of such portions of the power plant equipment as may be allocated to his particular care.

(b) Between the hours of 5 p.m. and 8 a.m. the Shift Engineer if requested shall effect such repairs as may be reasonably necessary for the safety or running of the machinery in the employer's board mill but not so as to interfere with the Shift Engineer's watch-keeping duties.

(c) When the mill is shut down otherwise than for normal overhauls it shall be the duty of the Shift Engineers if required to supervise the erection installation modification maintenance repair or overhaul of mechanical equipment in any part of the mill.

Hours of Work

4. (a) Fifty-six hours shall constitute a week's work and shall be worked in seven shifts of 8 hours each between midnight Sunday and midnight the following Sunday.

(b) A Shift Engineer may be required to work in excess of a shift of 8 hours on any day and in the event of a break-down may be recalled to work to effect repairs or meet the emergency.

Shifts

5. (a) There shall be three shifts viz. 12 midnight to 8 a.m., 8 a.m. to 4 p.m. and 4 p.m. to midnight.

(b) Where possible shifts shall rotate weekly. It is agreed that when the mill is closed for overhaul rotation shall be suspended and resumed when production is recommenced as if such suspension had not occurred.

Time Off

6. Every Shift Engineer covered by this agreement shall be entitled to leave of absence for three days during every week wherein his hours of shift or watch-keeping would, due to the rotation of shifts, be between the hours of 8 a.m. and 4 p.m., provided however—

(a) That wherever possible the days off shall be Monday, Tuesday and Wednesday.

(b) That such leave of absence may during periods of overhaul or rearrangement of shifts due to annual holidays be suspended or varied at the discretion of the Superintending Engineer or the Chief Mechanical Engineer.

(c) That in the event of a Shift Engineer being engaged extensively on day work, time off may by arrangement with the Chief Mechanical Engineer be taken at the rate of one day a week and

(d) That if the mill is working on a production schedule of 15½ shifts a week or less one day off a week may be taken on Saturday or Sunday at the discretion of the Superintending Engineer.

Salary

7. Each Shift Engineer shall be paid a salary at the rate of £810 per annum which shall be deemed to include full payment for overtime and for work done on Sundays and statutory holidays.

(a) For the purposes of the Factories Act, 1946, the ordinary rate of pay shall be taken as 4s. 3d. per hour.

Holidays

8. (a) Every Engineer covered by this agreement shall be entitled in each year to three weeks' leave of absence on full pay.

(b) The holiday shall be deemed to be accruing through each year of service, so that if after six months' continuous service an Engineer is discharged for any cause (other than misconduct) or leaves of his own accord he shall be paid at ordinary rates for such proportion of his holiday as shall then have accrued.

(c) The time at which the holiday is taken shall be at the discretion of the Chief Mechanical Engineer and shall if possible be given during the months of January, February and March.

(d) Shift Engineers may be required to work on statutory holidays.

Accommodation

9. The employer shall provide suitable accommodation for the Shift Engineers including all conveniences and a room to enable them to partake of their meals in reasonable comfort also suitable lockers in which clothes may be hung.

Termination of Employment

10. The employer may summarily dismiss a Shift Engineer for misconduct but otherwise the employment of a Shift Engineer shall be terminable by one calendar month's written notice on either side. The termination of any Shift Engineer's employment shall not prejudice the validity of this agreement in respect of any other Shift Engineers employed under it.

Settlements of Disputes

11. In the event of a dispute arising upon any matter whether referred to in this agreement or not, affecting a Shift Engineer covered by this agreement, the point of dispute shall be referred to two representatives of the employer and two representatives of the institute for settlement. Should these fail to agree the matter shall be referred to the arbitration of an umpire to be mutually

agreed upon by the said representatives and failing agreement to be nominated by the Conciliation Commissioner at Auckland. The decision of the disputes committee or umpire as the case may be shall be final and conclusive.

Preference

12. If the employer shall hereafter engage any Engineer coming within the scope of this agreement who shall not be a member of the institute within seven days after his engagement and remain such a member, the employer shall dismiss such worker from his service if requested so to do by the institute, provided there is then a member of the institute equally qualified to perform the particular work required to be done and ready and willing to undertake the same.

Carrying Out of Agreement

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

Term of Agreement

14. This agreement shall have effect as regards the rate of salary as from the 1st day of June, 1949, and in other respects as from the 10th August, 1949, and shall continue in force until the 9th August, 1951, and thereafter until superseded by a fresh agreement or terminated by one calendar month's notice in writing on either side.

Signed on behalf of the Whakatane Board Mills Limited—

W. G. CLAVIS, Secretary.

Signed on behalf of the N.Z. Institute of Marine and Power Engineers Inc. Auckland Branch—

A. R. DOUGLAS, Secretary.

[NOTE.—This agreement, under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Auckland pursuant to section 8 (1) of the said Act, on the 10th day of August, 1950.]