

**TASMAN PULP AND PAPER CO. LTD., KAWERAU SHIFT ENGINEERS—
AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT 1913**

THIS industrial agreement made in pursuance of the Labour Disputes Investigation Act 1913 this 30th day of May 1957 between the New Zealand Institute of Marine and Power Engineers (Inc.) (hereinafter referred to as "the engineers") of the one part, the Tasman Pulp and Paper Co. Ltd. (hereinafter referred to as "the employers") of the other part whereby it is mutually agreed by and between the parties hereto 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 incorporated in and 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. Senior shift and shift engineers shall be the branch of worker covered by this agreement.

Interpretation

2. Senior shift and shift engineers 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 engine room and boiler house machinery and auxiliaries.

Duties

3. The duties of a senior shift and shift engineer shall be to operate the specified machinery during his shift and to supervise the employer's power and steam generation plant, water filtration plant, air services, and pass out steam, and also to carry out any necessary repairs, maintenance and overhauls in connection therewith and to install machinery of any class used in such plants. Each shift engineer shall also be responsible for maintenance of such portion of the power plant equipment as may be allocated to his particular care. In the event of a breakdown in the machinery which would interfere with the running of the plant, the employers may recall any shift engineer to work in order to effect repairs to meet the emergency.

Hours of Work

4. The roster of work shall be arranged by the employers after consultation with the engineers to suit the exigencies of the mill, but so that the average number of hours to be worked each week over the cycle of the roster shall not be in excess of forty-two hours.

Salaries

5. The rate of salary for workers coming within the scope of this agreement shall be senior engineers £1,250 per annum, shift engineers £1,175 per annum, such sums shall be deemed to include full payment for work done on Saturdays, Sundays and statutory holidays.

In the event of a shift engineer being required to perform duties deemed to be higher than his normal duties for a consecutive period of not less than three weeks, he shall receive the same rate as a senior shift engineer whilst so employed.

The weekly rate of pay shall be computed by dividing the salary by fifty-two and the hourly rate of pay by dividing the weekly rate by forty-two.

Overtime

6. When an additional shift is worked or for time worked in excess of eight hours on any shift, rate and a half shall be paid.

Termination of Employment

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

Holidays

8. Every engineer covered by this agreement shall be entitled in each year to leave of absence on full pay for a continuous period of twenty-one (21) days, all days to count except as otherwise provided.

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 holidays as shall then have accrued.

The times at which such holiday is taken shall be at the discretion of the employers, and if possible shall be given during the months of November, December or January, or at such other time as can be arranged.

Where any holiday provided in section 26 of the Factories Act 1946, occurs during the period of any annual holiday allowed or deemed to have been allowed to any shift engineer under this clause the period of the annual holiday shall be deemed to be increased by one day in respect of that holiday aforesaid.

Plant Accommodation

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

Clothing

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

Settlement of Disputes

11. In the event of a dispute arising upon any matter whether referred to in this agreement or not, affecting engineers covered by this agreement, the point in dispute shall be referred to three representatives of the employers, and three representatives of the engineers for settlement. Should these fail to agree, the matter shall then be referred to the arbitration of an umpire mutually agreed upon by the said representatives, and the decision of the umpire shall be final.

Preference

12. Preference of employment shall at all times be given to members of the New Zealand Institute of Marine and Power Engineers (Inc.).

Carrying Out of Agreement

13. This agreement shall be honourably carried out in its entirety by both parties, notwithstanding any differences which may arise on matters not already provided for in this agreement.

Terms of Agreement

14. This agreement in so far as it relates to salary shall be deemed to have come into operation on the 18th day of April 1957 and so far as all the other conditions of this agreement are concerned it shall come into force on the 30th May 1957; and this agreement shall continue in force until the 17th day of April 1958.

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

E. HAILSTONE, President.

A. R. DOUGLAS, Secretary.

Witness to signature—E. Moore.

Signed on behalf of Tasman Pulp and Paper Co. Ltd.:

J. N. FRANKLIN.

Witness to signature—R. Baker.

[NOTE—This agreement made 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 27th day of August 1957.]

OTAGO HOSPITAL BOARD ELECTRICIANS—INDUSTRIAL AGREEMENT

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 31st day of July 1957 between the Otago Hospital Board (hereinafter referred to as "the employer") of the first part, and the Dunedin and Suburban General Electrical Workers Industrial Union of Workers (hereinafter referred to as "the union") of the other part, witnesseth that it is hereby mutually agreed between the employer and the union as follows.

SCHEDULE

Scope of Agreement

1. This agreement shall apply to electricians employed by the Otago Hospital Board.

Hours of Work

2. The ordinary hours of work shall not exceed forty per week to be worked on five days of the week, eight hours per day, Monday to Friday inclusive between the hours of 7.30 a.m. and 5 p.m.

Overtime

3. (a) All time worked in any day outside or in excess of the hours prescribed in clause 2 hereof shall be paid at the rate of time and a half for the first three hours and double time thereafter.

(b) All time worked after mid-day on Saturday or on Sunday shall be paid for at double ordinary rates.

(c) Any worker working overtime on any day and continuing to work after midnight shall be paid double rates after mid-night.

(d) All time worked between 10 p.m. and 7.30 a.m. shall be paid for at double rates.

(e) A worker called back for overtime work shall be paid for a minimum of two hours.

Emergency Work

4. (a) One worker shall be on call each week for emergency work outside of the ordinary working hours. A roster shall be prepared showing the rotation of such stand-by week among all workers.

(b) Workers shall be allowed annual leave of one week's paid holiday as a recompense for standing by as provided in subclause (a) hereof such holiday to be in addition to the annual holidays provided for in clause 9 (d).

Meal Money

5. The employer shall provide a meal or allow meal money at the rate of 4s. per meal when workers are called upon to work overtime after 6 p.m. provided that such workers cannot reasonably get home for their meals.

Dirt Money

6. Where the conditions are unhealthy or more injurious to clothing than the ordinary workshop conditions dirt money at the rate of 2s. 6d. per day or part of a day shall be paid to workers.

Wages

7. (a) The minimum wages of a worker coming under this agreement shall be £14 6s. 8d. per week.

(b) A leading hand shall be paid 17s. 6d. per week extra.

(c) Wages shall be paid fortnightly in the employer's time.

(d) No deduction shall be made from the weekly wages provided for herein except for time lost through the worker's sickness or default or for accident not arising out of or in connection with the employment.

(e) A casual worker who is employed for less than forty hours in any one week shall be paid not less than 7s. 2d. per hour.

Outside Work

8. The existing conditions relative to the performance of work in or at any of the board's institutions shall continue.

Holidays

9. (a) The following holidays shall be allowed without deduction of pay: Christmas Day, Boxing Day, New Year's Day, the day following New Year's Day, Anzac Day, Good Friday, Easter Monday, the birthday of the reigning Sovereign, and Labour Day.

(b) Any work done on any of the days mentioned in subclause (a) shall be paid for at double ordinary rates.

(c) Should any of the above holidays except Anzac Day fall on a Saturday or on a Sunday the holiday shall be observed on the next succeeding working day.

(d) An annual holiday of two weeks shall be allowed in accordance with the Annual Holidays Act 1944: Provided that after ten years continuous service with the same employer each worker shall for the eleventh and subsequent years be given an additional week's annual leave on full pay. The qualifying date for the operation of this provision shall be the date of the commencement of the worker's employment.

Tools

10. Workers shall provide the following tools: Pliers, screwdrivers, hammer, hacksaw frame, pad-saw handle and brace. A tool allowance of 1d. per hour shall be paid.

Sick Leave

11. Sick leave shall be allowed in accordance with the board's practice.

Smocks and Overalls

12. Khaki smocks shall be provided for workers required to enter wards or theatres and shall be replaced as required. Overalls shall be supplied, laundered and maintained by the employer whose property they shall remain.

Termination of Employment

13. The employer may dismiss a worker only on giving one week's notice or on payment of one week's wages in lieu of notice: Provided that this clause shall not prevent the employer from summarily dismissing a worker for wilful misconduct.

Matters Not Provided For

14. Any dispute in connection with any matter not provided for in this agreement shall be settled between the employer and the secretary of the union and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner, who shall either decide the same or refer the matter to the Court. Either party if dissatisfied with the decision of the Commissioner may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Workers to be Members of Union

15. It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any person who is not for the time being a member of the industrial union of workers bound by this agreement.

Right of Entry

16. The secretary or other authorised officer of the union shall be entitled to enter at all reasonable times upon the premises of the employer for the purpose of interviewing any employee in connection with the operation of this agreement but not so as to interfere unreasonably with the employer's business.

Exclusion from Operation of General Order

17. The rates of remuneration provided for in this industrial agreement shall not be subject to the provisions of the general order of the Court, dated 26 October 1956.

Term of Agreement

18. This agreement in so far as it relates to wages shall be deemed to have come into force on the 1st day of April 1957, and in so far as the other conditions are concerned it shall come into force on the day of the date hereof and shall continue in force until the 30th day of November 1958.

Signed on behalf of the Otago Hospital Board:

W. A. WILLIAMSON, Secretary.

Signed on behalf of the Dunedin and Suburban General Electrical Workers Industrial Union of Workers:

W. C. McDONNELL, Secretary.