

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

THIS agreement made in pursuance of the Labour Disputes Investigation Act 1913 this 27th day of August 1958 between Whakatane Board Mills Ltd. (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.

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SCHEDULE

*Branch of Work Covered*

1. (a) The agreement shall apply to shift engineers.

(b) The provision of this agreement shall not apply to the employer's Chief Engineer 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 No. 2 Machine Lineshaft Turbine and Condensate Pump 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) Shift engineers employed under this agreement shall work an average of 46 hours a week calculated over each four weekly period of employment.

(b) The average of 46 hours' work a week shall be achieved by working on 23 days during such four weekly period and having five days off.

(c) The work shall be done in shifts of eight hours between midnight Sunday and midnight the following Sunday according to a roster to be prepared by the employer after consultation with the shift engineers.

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

(e) If any of a shift engineer's days off falls on a statutory holiday he shall be given an extra day off at a time to be arranged by the employer after consultation with the shift engineer.

#### *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 with a minimum break of 32 consecutive hours between shifts. 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.

(c) The minimum break of 32 consecutive hours between shifts may during periods of overhaul or re-arrangements of shifts due to annual holidays be suspended or varied.

#### *Salary*

6. Each shift engineer shall be paid a salary at the rate of one thousand two hundred and eighty five pounds (£1,285 0s. 0d.) per annum which shall be deemed to include full payment for overtime and for work done on Sundays and statutory holidays, provided however that any shift engineer in his first year at the employer's plant shall be paid one thousand two hundred and fifty pounds (£1,250 0s. 0d.) for that year.

#### *Holidays*

7. (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 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.

*Clothing*

8. Every engineer covered by this agreement shall be supplied free of cost by the employer with two suits of overalls (white if procurable) once in each year.

*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.

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 from the 1st day of July 1958 and shall continue in force until the 30th day of June 1959 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 Whakatane Board Mills Ltd.—

F. R. COMBES, Chief Engineer.

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

E. HAILSTONE, President.

A. R. DOUGLAS, Secretary.

[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 3rd day of September 1958.]