

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 15th day of June 1959 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. Shift engineers shall be the branch of worker covered by this agreement.

*Interpretation*

2. 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 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 42 hours.

*Salaries*

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

The weekly rate of pay shall be computed by dividing the salary by 52 and the hourly rate of pay by dividing the weekly rate by 42.

*Overtime*

6. When an additional shift to the roster 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 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 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 1 March 1959 and so far as all the other conditions of this agreement are concerned it shall come into force on 15 June 1959 and this agreement shall continue in force until 29 February 1960.

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

E. HAILSTONE, President.  
A. R. DOUGLAS, Secretary.

Witness to signature:

A. M. FIELDEN.

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

A. M. WESTERN.

Witness to signature:

M. H. KJAR.

(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 13th day of July 1959.)

---