

**AUCKLAND METROPOLITAN DRAINAGE BOARD SHIFT ENGINEERS, MANUKAU PURIFICATION WORKS—AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT 1913**

THIS industrial agreement made in pursuance of the Labour Disputes Investigation Act 1913, this 1st day of March 1961, between the New Zealand Institute of Marine and Power Engineers (Inc.) (hereinafter referred to as the "workers") of the one part, and the Auckland Metropolitan Drainage Board (hereinafter referred to as "the employer") 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.

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**SCHEDULE**

*Branch of Work Covered*

1. "Shift engineers" shall be the branch of workers covered by this agreement.

*Interpretations*

2. 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 engine-room and power-house machinery and auxiliaries. Shift engineers shall possess a Third Class Steam Certificate issued by the New Zealand Government or alternatively its equivalent or better.

*Duties*

3. The duties of a shift engineer shall be to operate the specified machinery during his shift and to effect such repairs as may be reasonably necessary for the safety of such machinery running. 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, but not so as to interfere with his watchkeeping duties.

In the event of a breakdown in the machinery which would interfere with the running of the works, the plant engineer may recall any shift engineer to work in order to effect repairs to meet the emergency.

*Hours of Work*

4. Forty hours shall constitute a week's work, and shall be arranged to suit the exigencies of the works by mutual arrangement between the shift engineers and the employer.

*Salaries*

5. (a) The rate of salary for workers coming within the scope of this agreement shall be £1,200 per annum, such sum being inclusive of payments under sections 19 (4) and 28 and 29 of the Factories Act 1946, and its amendments.

### *Overtime*

6. (a) All time worked in excess of eight hours per shift or in excess of 40 hours per week shall be paid for at rate and a half for the first three hours and double rate thereafter. Such time shall be computed on a daily basis. All shifts worked on Sundays in excess of 26 Sunday shifts per annum shall be paid for at double the hourly rate. When a sixth shift is worked to suit the convenience of the employer, rate and a half shall be paid for the first three hours and double rate thereafter computed on a daily basis.

(b) For the purpose of calculations under sub-clause (a) above, the hourly rate of pay shall be 9s. 0½d. per hour.

### *Termination of Employment*

7. One month's notice of termination of employment shall be given by either side.

### *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 21 days.

The holiday shall be deemed to be accruing through each year of service, so that if after six months' continuous service a shift 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 plant engineer. The following holidays shall be allowed and paid for: Christmas Day; Boxing Day; New Year's Day; 2 January; Anniversary Day; Good Friday; Easter Monday; Anzac Day; birthday of the reigning Sovereign and Labour Day.

Where any of these holidays occur during the period of any annual holiday allowed or deemed to have been allowed to any shift engineer under this clause, the period of annual holiday shall be deemed to be increased by one day in respect of the holiday aforesaid. Shift engineers whose ordinary day off falls on one of the specified holidays shall be allowed another working day in lieu thereof, such day to be mutually agreed upon or added to annual leave.

### *Accommodation*

9. The employer shall provide suitable accommodation for the 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.

### *Clothing*

10. All shift engineers shall be supplied with overalls (white if procurable) as required. Overalls are to be washed and serviced by the employer. Towels shall be supplied in accordance with the provisions of the Factories Act 1946, and its amendments.

### *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 employees 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.

*Term of Agreement*

14. This agreement shall be deemed to come into operation as from the 1st day of September 1960, and it shall continue in force until the 31st day of August 1961.

Signed on behalf of the Auckland Metropolitan Drainage Board pursuant to a resolution of the said board passed on the 1st day of March 1961:

T. BLOODWORTH, Chairman.  
 C. C. LOFLEY, Member.  
 J. D. MURDOCH, Member.  
 C. C. BLOW, Secretary.

Signed on behalf of the New Zealand Institute of Marine and Power Engineers (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 29th day of March 1961.]

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