

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 16th day of January 1967 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.

SCHEDULE

Branch of Work Covered

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

(b) The provisions 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 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 Boilers, Lifts and Cranes Act 1950.

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 engineers 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.

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. (a) Each shift engineer shall be paid a salary at the rate of one thousand nine hundred and forty pounds (£1940—\$3880) per annum which shall be deemed to include full payment for overtime and for work done on Saturdays, Sundays and statutory holidays provided however that any shift engineer in his first year at the employer's plant shall be paid one thousand nine hundred pounds (£1900—\$3800) for that year.

(b) The rates of remuneration provided for in subclause (a) hereof shall be increased as from 1 December 1966 to the extent provided for by the General Wage Order of the Court of Arbitration dated 10 November 1966.

Holidays

7. Shift engineers covered by this agreement shall be entitled to the provisions of clause 14 of the N.Z. Forest Products Ltd. Fibre Products New Zealand Ltd. and Whakatane Board Mills Ltd. Pulp and Paper Workers Industrial Agreement.

Clothing

8. Every shift engineer covered by this agreement shall be supplied, on request, with two suits of overalls to be replaced when worn out.

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 insofar as the provision relating to the rates of salary to be paid in accordance with subclause (a) of clause 6 hereof is concerned shall be deemed to have come into force on the first day of October 1966 and so far as all other provisions of this agreement are concerned they shall come into force on the day of the date hereof and this agreement shall continue in force until the 16th day of June 1968.

Signed on behalf of Whakatane Board Mills Ltd.—

T. N. HETHERINGTON, Personnel Manager.

Witness—T. N. Robinson, Personnel Officer, 67 Blake Road, Mangere East.

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

R. D. BROWN, President.
C.S. HARNETT, Secretary.

Witness—G. M. Fielden, Clerk, 28-30 Anzac Avenue C.1.

(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 1st day of February 1967.)