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

THIS agreement made in pursuance of the Labour Disputes Investigation Act 1913 this 20th day of August, 1968 between Whakatane Board Mills Limited (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 1 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 5 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 engineer's watchkeeping 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 42 hours a week calculated over each 8 weekly period of employment.

(b) The average of 42 hours' work a week shall be achieved by working on 42 days during each 8 weekly period and having 14 days off.

(c) The work shall be done in shifts of 8 hours between midnight Sunday and midnight the following Sunday according to the roster which is provided for in subclause 5 (b) hereof.

(d) A shift engineer may be required to work in excess of a shift of 8 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) Shifts shall rotate in accordance with the undermentioned roster:

First week—	12–8	8–4	4–12
Monday	A	B	C
Tuesday	A	B	C
Wednesday	A	B	D
Thursday	A	B	D
Friday	A	C	D
Saturday	A	C	D
Sunday	B	C	D
Second week—			
Monday	B	C	D
Tuesday	B	C	A
Wednesday	B	C	A
Thursday	B	D	A
Friday	B	D	A
Saturday	C	D	A
Sunday	C	D	A
Third week—			
Monday	C	D	B
Tuesday	C	D	B
Wednesday	C	A	B
Thursday	C	A	B
Friday	D	A	B
Saturday	D	A	B
Sunday	D	A	C
Fourth week—			
Monday	D	A	C
Tuesday	D	B	C
Wednesday	D	B	C
Thursday	A	B	C
Friday	A	B	C
Saturday	A	B	D
Sunday	A	B	D

Fifth week—	12–8	8–4	4–12
Monday	A	C	D
Tuesday	A	C	D
Wednesday	B	C	D
Thursday	B	C	D
Friday	B	C	A
Saturday	B	C	A
Sunday	B	D	A
Sixth week—			
Monday	B	D	A
Tuesday	C	D	A
Wednesday	C	D	A
Thursday	C	D	B
Friday	C	D	B
Saturday	C	A	B
Sunday	C	A	B
Seventh week—			
Monday	D	A	B
Tuesday	D	A	B
Wednesday	D	A	C
Thursday	D	A	C
Friday	D	B	C
Saturday	D	B	C
Sunday	A	B	C
Eighth week—			
Monday	A	B	C
Tuesday	A	B	D
Wednesday	A	B	D
Thursday	A	C	D
Friday	A	C	D
Saturday	B	C	D
Sunday	B	C	D

NOTE—The roster sequence completes at the end of each twenty-four weeks.

Salary

6. (a) Each shift engineer shall be paid a salary at the rate of four thousand and ninety-two dollars ($4,092) 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 four thousand and eight dollars ($4,008) for that year.

(b) The rates of remuneration provided for in sub-clause (a) hereof shall be deemed to include the effect of the General Wage Order of the Court of Arbitration dated 5th August, 1968.

Annual Holidays

7. Shift engineers covered by this agreement shall observe and be entitled to the provision of sub-clauses (e), (f), (g) and (i) of clause 14 of the New Zealand Forest Products Limited, Fibre Products New Zealand Limited and Whakatane Board Mills Limited Pulp and Paper Workers Industrial Agreement insofar as the said provisions relate to the working of statutory holidays and the period of holiday entitlement.

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 1 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 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 7 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 sub-clause (a) of clause 6 hereof is concerned shall be deemed to have come into force on the first day of August 1968 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 28th February, 1970.

Signed on behalf of Whakatane Board Mills Limited—

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—

J. O'REILLY, President.
C. S. HARNETT, Secretary.

Witness— A. M. Fileden, Clerk, 28–30 Anzac Avenue, Auckland.

[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 11th day of September 1968.]