

AUCKLAND REGIONAL AUTHORITY (DRAINAGE DEPARTMENT)  
SHIFT ENGINEERS, MANUKAU SEWAGE PURIFICATION WORKS  
—AGREEMENT UNDER THE  
LABOUR DISPUTES INVESTIGATION ACT 1913

This industrial agreement made in pursuance of the Labour Dispute Investigation Act 1913, this 10th day of June 1970 between the New Zealand Institute of Marine and Power Engineers (Inc.) (hereinafter referred to as the “workers”) of the one part, and the Auckland Regional Authority (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, stipulation 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 aspects abide by and perform the same.

### 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 \$4021.16 per annum, such sum being inclusive of payments under sections 19 (4) and 28 and 29 if the Factories Act 1946, and its amendments.

(b) In addition to the shift allowance already compounded in the salary rate there shall be paid a premium of 41 cents per shift for those shift engineers who commence their shift after 12 noon or before 6 a.m.

(c) The daily rate of pay for the purpose of sub-clause 6 (c) hereunder shall be computed by dividing the annual salary by fifty-two weekly amounts and daily payments arrived at on the basis of five watches per week.

### OVERTIME

6. (a) All time worked in excess of eight hours per shift or in excess of forty hours per week shall be paid for at rate and a half for the first three hours and double rate thereafter except where a shift engineer has completed an eight-hour shift or forty hours in a week.

(i) by 12 noon on a Saturday, or

(ii) at any time on a Sunday, or

(iii) on any statutory holiday he shall be paid at double rates for any time worked in excess thereof on those days aforesaid.

(b) All overtime shall be computed on a daily basis.

(c) When a sixth shift is worked to take the place of a man away sick ordinary time shall be paid computed in accordance with the provisions of clause 5, subclause (c) above, which is

$$\$4021.16 \div 52 = \$77.33 \div 5 = \$15.47 \text{ for 6th shift}$$

(d) 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.

(e) When a seventh shift is worked to suit the convenience of the employer, double rates shall be paid for such shift computed on a daily basis.

(f) For the purposes of calculations under subclauses (a), (d), and (e) above, the hourly rate of pay shall be \$1.40 per hour.

(g) When Management decides a shift engineer is to be called back for duty after having completed his shift, and left his place of employment, he shall receive a minimum payment of two hours at the appropriate overtime rates of pay.

### 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 holidays shall be deemed to be accruing through each year of service, so that if after six month's 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, 2nd January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Birthday of the reigning Sovereign and Labour Day.

Where any of these holidays except Anzac Day 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 except Anzac Day 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 N.Z. 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 February 1970 and it shall continue in force until the 31st day of July 1971.

Signed on behalf of the Auckland Regional Authority

T. H. Pearce, Chairman

N. C. Bell, Secretary

Signed on behalf of the New Zealand Institute of Marine and Power Engineers (Auckland Branch).

J. O. Reilly, President

C. S. Harnett, Secretary

(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 16th day of June 1970.)