

**HAWKE'S BAY ELECTRIC POWER BOARD, STATION ENGINEERS—  
AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION  
ACT 1913**

This Industrial Agreement made in pursuance of the Labour Disputes Investigation Act, 1913, this 14th day of May, 1971, between the Hawke's Bay Electric Power Board (hereinafter referred to as "the Employer") of the one part, and the New Zealand Institute of Marine and Power Engineers (Inc.) Wellington Branch (hereinafter referred to as "the Institute") of the other part whereby it is mutually agreed and declared between and by 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 said parties and they shall be deemed to be and are hereby 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. (a) This Agreement shall apply to Power Station Engineers, but shall not apply to a Supervising or Superintending Engineer whether or not he may have to take a shift.

(b) A "Power Station 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 machinery.

**DUTIES**

2. (a) The duties of a Power Station Engineer shall be to operate the station plant during his shift and to effect such repairs as may be reasonably necessary for the safety of the machinery running.

(b) 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, or to do all or any of the work which his training fits him to do either during the time of shift or at any time which may be convenient to his employers.

**HOURS OF WORK**

3. The number of hours worked in a twenty-one day period shall not exceed one hundred and twenty hours and may be worked on any or all of the seven days of the week or any statutory holidays.

**SALARY**

4. (a) The rate of salary for qualified engineers coming within the scope of this Agreement shall be \$4,680 per annum, such sum being inclusive of payments under Sections 19 (4), 28, and 29 of the Factories Act, 1946.

(b) The rate of salary for an unqualified engineer or an engineer on probation for a period of not more than three months, coming within the scope of this Agreement shall be \$4,595 per annum, such sum being inclusive of payments under sections 19 (4), 28, and 29 of the Factories Act, 1946.

(c) Any worker covered by this Agreement at present in receipt of a higher salary than provided for herein shall not have his salary reduced whilst in his present employment.

(d) The daily rate of pay shall be computed by dividing the annual salary by fifty-two into weekly amounts, and daily payments arrived at on a basis of five watches per week.

#### OVERTIME

5. (a) All time worked in excess of eight hours per shift or in excess of the number of shifts per working roster shall be paid for at rate and a half for the first three hours and double rate thereafter.

(b) For the purpose of calculation under subclause (a) above the hourly rate of pay shall be \$1.738 and \$1.706 per hour.

#### CLOTHING

6. All engineers shall be supplied with two suits of overalls once in each year.

#### TERMINATION OF EMPLOYMENT

7. The employment of an engineer covered by this Agreement may be terminated by one calendar month's notice given by the engineer or by the Employer.

#### PROMOTION

8. Any engineer's position becoming vacant to be replaced by another engineer with qualifications enabling him to become a member of the Institute up to a minimum of four engineers.

#### HOLIDAYS

9. (a) Three weeks' annual leave on full salary.

(b) After five years' continuous service with the Board each worker shall for the sixth and subsequent years be entitled to an annual holiday of four weeks instead of three weeks as provided in subclause (a) of this clause.

(c) The holiday concession shall be deemed to be accruing throughout each year of service, so that if after six months' continuous service an engineer is discharged for any cause other than misconduct he shall be paid at ordinary rates for such proportion of his holidays as shall then have accrued. Reasonable notification of holidays to be given.

#### SETTLEMENT OF DISPUTES

10. In the event of a dispute arising upon any matter whether referred to in this Agreement or not, affecting the employment of engineers covered by this Agreement, the matter in dispute shall be referred to a representative of the employer and the Secretary of the Institute whose decision shall be final.

#### CARRYING OUT OF AGREEMENT

11. This Agreement shall be honourably carried out in its entirety by both parties to this Agreement and the Engineers covered by this Agreement notwithstanding any differences which may arise on matters not already provided for in this Agreement and no dispute with any other employers or any other employee shall be allowed to cause any cessation of the relationship of employer and employee contemplated by this Agreement.

#### TERMS OF AGREEMENT

12. This Agreement in so far as it relates to Salary shall be deemed to have come into operation on the 1st day of April, 1971 and so far as all other conditions of this Agreement are concerned, it shall come into operation on the day of the date hereof and this Agreement shall continue in force until the 31st day of March, 1972.

**EXCLUSION FROM OPERATION OF GENERAL ORDER**

13. The rates of remuneration provided for in this Agreement shall not be subject to the 3 percent provided by the General Order of the Court, dated 23rd November, 1970.

Signed on behalf of the Hawke's Bay Electric Power Board:

H. R. Gillon, Chairman.

A. A. Powell, General Manager.

Witness to signatures: H. R. Burnard.

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

Philip M. Molony, President.

D. J. Munro, Secretary.

Witness to signatures: M. L. Teague.

(This agreement, made under the Labour Disputes Investigation Act 1913, was filed with the Clerk of Awards at Wellington pursuant to section 8 (i) of the said Act, on the 14th day of June 1971.)