

**CHRISTCHURCH DRAINAGE BOARD PLANT ENGINEERS AND ASSISTANTS SEWERAGE PURIFICATION WORKS—AGREEMENT UNDER LABOUR DISPUTES INVESTIGATION ACT 1913**

This Industrial Agreement made in pursuance of the Labour Disputes Investigation Act 1913, this 1st day of October 1971 between the Wellington Branch of the New Zealand Institute of Marine and Power Engineers (Inc.) (hereinafter referred to as "the Institute"), of the one part, and the Christchurch 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.

### SCHEDULE

#### BRANCH OF WORK COVERED

1. This agreement shall apply to Plant Engineers and Assistant Plant Engineers, but shall not apply to Supervising or Superintending Plant Engineers.

#### INTERPRETATION

2. (a) Plant Engineers and Assistant Plant Engineers shall mean workers who have served a full apprenticeship as mechanical engineers in workshops where engines are built or repaired and who during their shifts are required to be in charge of machinery.

(b) In addition to sub-clause (a) above Plant Engineers shall possess a minimum Qualification of the Third Class Steam Engineer's Certificate issued by the New Zealand Government.

#### DUTIES

3. The duties of Plant Engineers and Assistant Plant Engineers shall be to operate the plant during their shifts and to effect such repairs as may be reasonably necessary for the safety of the machinery running.

They may also be called upon to do overall and repair work and also erect new machinery in the establishment in which they are employed, but not so as to interfere with their watchkeeping duties.

In the event of a breakdown in the machinery which would interfere with the running of the plant, the Superintending Engineer may recall Plant and Assistant Plant Engineers 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 Plant and Assistant Plant Engineers and the employer.

#### SALARIES

5. The minimum rate of salary for a Plant Engineer coming within the scope

of this agreement shall be \$4806 per annum, such sum being inclusive of payments under sections 19 (4), 28 and 29 of the Factories Act 1946.

The minimum rate of salary for an Assistant Plant Engineer coming within the scope of this agreement shall be \$4404 per annum, such sum being inclusive of payments under sections 19 (4), 28 and 29 of the Factories Act 1946.

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.

The Board and the Institute agree that the salaries provided in this clause shall be amended from time to time having regard to rates of pay granted under wage order determinations issued by the State Services Commission as a result of any half-yearly or specific reviews undertaken in accordance with the provisions of Section 24 of the State Services Remuneration and Conditions of Employment Act 1969. It is further agreed that General Wage Orders of the Court of Arbitration shall not apply to rates of remuneration provided in this Agreement.

An allowance of \$104 per annum will be paid to Assistant Plant Engineers holding the Third Class Steam Engineer's Certificate issued by the New Zealand Government, or alternatively the equivalent or better.

#### OVERTIME

6. (a) All work performed in excess of eight hours per day shall be paid for at the rate time and a half for the first three hours and double time thereafter.

(b) All work performed after noon on Saturdays or on Sundays and on recognised holidays as provided herein which is in excess of the weekly quota of 40 hours, shall be paid for at half rate extra for Saturday afternoons and rate extra for Sunday and holidays.

(c) All shifts worked on Sundays in excess of thirty-one Sunday shifts per annum shall be paid for at the hourly rate extra provided in sub-clause (b) of this clause.

(d) For the purpose of calculation under sub-clause (a) above, the hourly rate of pay shall be \$1.74 per hour for Plant Engineers, and \$1.60 per hour for Assistant Plant Engineers.

#### 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 three weeks.

The holiday shall be deemed to be accruing through each year of service, so that if after six months' continuous service an 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 by mutual agreement.

Where any holiday provided in Section 26 of the Factories Act 1946 occurs during the period of any annual holiday allowed or deemed to have been allowed to any Engineer under this clause, the period of annual holiday shall be deemed to be increased by one day in respect of the holiday aforesaid, or alternatively additional payment made for such day at the appropriate daily rate.

A long service leave of four weeks once only to all engineers who have completed 20 years' continuous service, the conditions to be the same as the Public Service and subject to at least three months' notice being given.

### STATUTORY HOLIDAYS

9. (a) The following shall be the recognised holidays—New Year's Day, 2nd January, Good Friday, Easter Sunday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Show Day, Christmas Day, Boxing Day, Anzac Day.

(b) Should a plant engineer or assistant plant engineer be required to do shift work on any of the above holidays, he shall be granted one day's pay for each such day worked, or one day's leave to be given at a time convenient as mutually agreed upon. Further, should any of the above holidays occur on any one of the engineer's rostered day's off, he shall be granted an extra day off or receive additional payment for such day at the appropriate daily rate.

(c) Where any holiday provided above occurs during the period of annual holiday allowed or deemed to have been allowed to any engineer under this clause, the period of such annual holiday shall be deemed to have been increased by one day in respect of the holiday as aforesaid.

### ACCOMMODATION

10. 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

11. (a) All engineers shall be supplied with two suits of white overalls once in each year.

(b) Oil skins, gum boots or other suitable protective clothing shall be provided to protect workers from cold winds or wet weather when working in the open. Overalls and protective clothing to be replaced when necessitated by fair wear and tear.

(c) Towels shall be supplied in accordance with the provisions of the Factories Act 1946, and its amendments.

### DIRTY WORK

12. In addition to the salaries set out in Clause 5 hereof, a payment of \$60 per annum payable quarterly shall be made to all Plant Engineers and Assistant Plant Engineers in recognition of dirty work.

### SETTLEMENT OF DISPUTES

13. The essence of this agreement being that the work of the employer shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that 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 employer 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

14. (a) Any adult person engaged or employed in any position or employment subject to this agreement, shall, if he is not already a member of the Institute, become a member thereof within fourteen days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to sub-clause (a) hereof, every adult person so engaged or employed shall remain a member of the Institute so long as he continues in any position or

employment subject to this agreement.

(c) Every worker obliged under sub-clause (a) hereof to become a member of the Institute who fails to become a member, as required by that sub-clause, after being requested to do so by any officer or authorised representative of the Institute, and every worker who fails to remain a member of the Institute in accordance with sub-clause (b) hereof commits a breach of this agreement and shall be liable accordingly pursuant to the Labour Disputes Investigation Act 1913.

(d) The employer commits a breach of this agreement if he continues to employ any worker to whom sub-clause (a) and (b) apply, after having been notified by any Officer or authorised representative of the Institute that the worker has been requested to become a member of the Institute and has failed to do so, or that the worker having become a member of the Institute has failed to remain a member.

#### CARRYING OUT OF AGREEMENT

15. 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

16. This agreement shall be deemed to have come into operation on the 1st day of August 1970 and shall continue in force until the 31st day of July 1972.

In witness whereof the parties have executed these presents:

The Common Seal of the Wellington Branch of the New Zealand Institute of Marine and Power Engineers (Inc.) was affixed hereto in the presence of—

P. M. Molony, President.

D. J. Muun, Secretary.

The Common Seal of the Christchurch Drainage Board was affixed in the presence of—

G. J. McTavish, Chairman.

L. J. Horn, Secretary.

(This agreement, made under the Labour Disputes Investigation Act 1913, was filed with the Clerk of Awards at Wellington, pursuant to section 8 (1) of the said Act, on the 15th day of October 1971.)