

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

This agreement made in pursuance of the Labour Disputes Investigation Act 1913 this 25th day of July 1972 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 and Maintenance 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 is engaged on shift duties and has served an apprenticeship of at least five years as a Mechanical Engineer in a workshop where engines are built or repaired or otherwise deemed qualified.

(c) A Maintenance Engineer shall mean a worker who is not engaged on shift duties and has served an apprenticeship of at least five years as a Mechanical Engineer in a workshop where engines are built or repaired.

#### DUTIES

2. (a) A Power Station Engineer shall give first preference to the operation of and attendance on the control panels and systems of the Board and operate the required machinery and plant. They may also be called upon to do overhaul and repair work and erect new machinery in the establishment where they are employed, or do all or any of the work which their training fits them to do either during the time of shift or at any time convenient to the employer.

(b) A Maintenance Engineer shall carry out the duties as prescribed in (a) above with the exception unless required in emergency, of those duties connected with the control panels and systems.

#### HOURS OF WORK

3. (a) The hours of work for a Power Station Engineer while on shift duties shall not in a twenty-one day period exceed 120 hours and may be worked on any or all of the seven days of the week or any statutory holidays.

(b) The hours of work for a Maintenance Engineer shall be 40 hours which shall constitute an ordinary week's work on which not more than 8 hours may be worked on each day, Monday to Friday inclusive and between the hours of 7.30 a.m. to 5 p.m. Times of starting and ceasing work between those hours shall be mutually arranged with a break of not more than one hour and not less than half an hour for lunch.

### SALARY

4. (a) The rate of salary for a Power Station Engineer coming within the scope of this Agreement shall be \$5,175 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 Power Station Engineer or an Engineer on probation for a period of not more than three months, coming within the scope of this Agreement shall be \$5,080 per annum, such sum being inclusive of payments under sections 19 (4), 28 and 29 of the Factories Act 1946.

(c) The daily rate of pay for a Power Station Engineer 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.

(d) The hourly rate for a Maintenance Engineer shall be within 85% to 92% as the employer determines of the hourly rate of pay as prescribed in clause 5 (c).

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

### OVERTIME

5. (a) All time worked by a Power Station Engineer 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) All time worked by a Maintenance Engineer in any one day in excess or outside of any days work shall be paid for at time and a half for the first three hours and double time thereafter provided that overtime work on Saturday afternoon or on Sunday shall be paid at double time rates.

(c) For the purpose of calculation under subclause (a) above the hourly rate of pay shall be \$1.921 for Power Station Engineers and \$1.886 for unqualified Power Station Engineers.

### 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 Power Station 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) Holidays for a Power Station Engineer shall be:

(i) Three weeks annual leave on full salary.

(ii) 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 (i) of this clause.

(b) Holidays for a Maintenance Engineer shall be:

(i) Two weeks annual holiday on full salary.

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

(c) The holiday concession as in subclauses (a) and (b) above shall be deemed to be accruing throughout each year of service. Reasonable notification of holidays to be given.