

Please post in a Conspicuous Place accessible to Workers

**Hawkes Bay Electric Power Board
Power Station Engineers – Voluntary
Agreement**

Dated 5/5/76

NOTE: See clause 12 herein for the date on which rates of wages come into force

**HAWKES BAY ELECTRIC POWER BOARD POWER STATION
ENGINEERS – AGREEMENT UNDER THE INDUSTRIAL
RELATIONS ACT, 1973**

This Voluntary Agreement, made in pursuance of S. 141 of the Industrial Relations Act, 1973, 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 a full term 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 full term as a mechanical engineer in a workshop where engines are built or repaired or is otherwise deemed qualified by the employer.

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. He may also be called upon to do overhaul and repair work and erect new machinery in the establishment where he is employed or do all or any of the work which his training fits him 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 of 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. and 5 p.m. Times of starting and ceasing work between these hours shall be mutually arranged with a break of not more than one hour and not less than half an hour for lunch.

SALARIES

4. (a) The rate of salary for a Power Station Engineer coming within the scope of this Agreement shall be \$7741 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 \$7641 per annum, such a 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 up 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 a 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 one half for the first three hours and double rate thereafter.

(b) All time worked by a maintenance engineer in any one day in excess of or outside of any one day's work shall be paid for at time and one 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 for Power Station Engineers shall be \$2.867 and for unqualified Power Station engineers \$2.637.

CLOTHING

6. When requested, the Employer shall provide to all engineers two suits of overalls and one pair of approved safety boots or shoes 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 the Employer.

PROMOTION

8. In the event of any Power Station Engineer's position becoming vacant, he will 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) Annual Holidays for a Power Station Engineer shall be four weeks' leave on full salary, provided that on the completion of 10 years continuous service with the same employer such workers shall become entitled to 5 weeks leave.

(b) Annual Holidays for a Maintenance Engineer shall be three weeks' leave on full salary, provided that on the completion of 10 years continuous service with the same employer such workers shall become entitled to 4 weeks leave.

(c) The Annual Holidays as in subclauses (a) and (b) above shall be deemed to be accruing throughout each year of service. Reasonable notification of Holidays is 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 THE AGREEMENT

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

TERMS OF AGREEMENT

12. This Agreement shall be deemed to have come into operation on the first day of July 1975, and shall endure until the thirtieth day of June 1976.

H. R. Gillon, Chairman.

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

T. M. Graham, General Manager.

Signed on behalf of the N.Z. Institute of Marine and Power Engineers (Inc.)
Wellington Branch:

D. J. Munro, Secretary.

Witness to signatures: W. H. Watson.

MEMORANDUM

The provisions of the agreement have been approved by the Commission to the extent necessary for the purposes of the Wage Adjustment Regulations 1974 and the Registrar is requested to file the document for the purposes of Section 141 of the Industrial Relations Act 1973.

Dated at Wellington, this 5th day of May 1976.

(L.S.)

G. O. Whatnall, President.