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Hawkes Bay Electric Power Board Power Station Engineers — Voluntary Agreement

Dated 17/3/77

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

SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

In the matter of a Dispute of Interest between the Hawkes Bay Electric Power Board and the New Zealand Institute of Marine and Power Engineers (Inc), (Wellington Branch).

To the Registrar Industrial Commission:

We hereby submit to you a signed copy of the terms of a Voluntary Settlement of the above-named Dispute of Interest arrived at by the parties pursuant to S.141 of the Industrial Relations Act 1973.

Dated at Wellington this 6th day of January, 1977.

For and on behalf of the New Zealand Institute of Marine and Power Engineers (Inc.), Wellington Branch.

D. J. Munro, Secretary.

For and on behalf of the Hawkes Bay Electric Power Board.

T. M. Graham, General Manager.

HAWKES BAY ELECTRICAL POWER BOARD POWER STATION ENGINEERS INDUSTRIAL AGREEMENT UNDER THE INDUSTRIAL RELATIONS ACT. 1973.

This Industrial Agreement, made in pursuance of s.141 of the Industrial Relations Act, 1973, this 23rd day of December, 1976, 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 & 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 panel 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 \$8263 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 \$8163 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.

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 sub-clause (a) above the hourly rate of pay for Power Station Engineers shall be \$3.060 and for unqualified Power Station engineers \$3.023.

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 employer and employee contemplated by this Agreement.

TERMS OF AGREEMENT

12. This Agreement shall be deemed to have come into operation on the 10th day of October 1976 and shall endure until the 9th day of October, 1977.

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

K. R. Gillon, Chairman.

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:

E. V. Watson

SALARY FORMULA 24/11/75

Based on 47 week 5 man rotating roster.

(1) Ordinary Pay	Pay Hours
47 weeks x 5 shifts x 5 men x 8 hours	9,400.00
(2) Saturday Pay	
47 weeks x 3 shifts x 3 hours x ½ rates extra	211.50
47 weeks x 3 shifts x 5 hours x 1 rates extra	705.00
(3) Sunday Pay	
47 weeks x 3 shifts x 8 hours x 1 rates extra	1,128.00
(4) Statutory Holidays	
11 days x 3 shifts x 8 hours x 1 rates extra	264.00
(5) Shift Allowance (1½ hour ordinary rates per shift)	
47 weeks x 21 shifts x ½ hour	493.50
(6) Total Hours	
47 weeks 5 men	12,202.00
(7) Total Hours	
47 weeks 1 man	2,440.40
(8) Total Hours	
1 week 1 man	51.92
(9) Annual Holiday	
3 weeks + 1 week for shift work = 1 week extra after 10 years	259.61
(10) Total Hours per Annum	
(7) + (9)	2,700.00
2.867 + 9c + 3.5% =	3.06
x	2700
	\$8263
Plus Cost of Living	\$365.00

MEMORANDUM

Associated with the terms of settlement submitted for registration was an application pursuant to Regulation 7 of the Wage Adjustment Regulations 1974 (Reprint 1976/198). This application has been sustained.

The provisions of this voluntary agreement so far as those provisions determine the rates of remuneration governed by this voluntary agreement shall be increased to the extent and in the manner prescribed by the order of the Wage Hearing Tribunal made under the Wage Adjustment Regulations 1974 (Reprint 1976/198) dated the 1st day of March 1977.

Explanatory Note — The order of the Wage Hearing Tribunal of 1 March 1977 which took effect on 14 March 1977 provided:-

“1. That the provisions of all awards and collective agreements for the time being in force in New Zealand shall so far as those provisions determine the rates of remuneration of workers be amended by increasing all rates of remuneration so determined by six per cent.

2. That for the purposes of this order the words ‘for the time being in force’ used in clause 1 hereof in relation to awards and collective agreements shall mean those provisions that are in force on the date on which this order takes effect.

3. That this order shall operate and take effect on the 14th day of March 1977.”

The cost-of-living allowance applicable on and after 25 June 1976 shall have effect according to the tenor of Regulation 3 of the Wage Adjustment Regulations 1974 (Reprint 1976/198).

The document is passed to the Registrar for filing in accordance with Section 141 of the Act.

Dated at Wellington this 17th day of March 1977.

(L.S.)

G. O. Whatnall, President.