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**Hawke's Bay Electric Power Board  
Power Station and Maintenance  
Engineers – Voluntary Agreement**

**Dated 16/2/79**

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

**HAWKE'S BAY ELECTRIC POWER BOARD POWER STATION  
AND MAINTENANCE 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 8th day of December, 1978 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.

**S C H E D U L E**

**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 serviced 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 or 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 \$11,862 per annum, such sum being inclusive of payments under Section 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 \$11,762 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, the daily payments arrived at on the basis of five watches per week.

(d) The hourly rate for a Maintenance Engineer shall be \$3.936.

(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 \$4.278 and for unqualified Power Station Engineers \$4.242.

## 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 sub-clauses (a) and (b) above shall be deemed to be accruing throughout each year of service. Reasonable notification of Holidays is to be given.

(d) In addition to all other holidays due, all workers shall receive the three days between Christmas and the New Year as additional Annual Holidays. Such holidays shall not be transferable unless a worker is specifically instructed by the employer not to take one or more of the days as additional Annual Holidays, but to receive a corresponding day or days in lieu thereof, at a time the employer may decide, and as far as practicable to meet the worker.

### SETTLEMENT OF DISPUTES

10. 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 dispute shall be handled according to the procedures outlined in the Industrial Relations Act 1973 and its amendments for "Disputes of Rights" and "Personal Grievances".

### 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 1978 and shall endure until the 9th day of October 1979.

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

A. R. Gillen, Chairman.

T. M. Graham, General Manager.

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

D. J. Munro, Secretary.

13. In terms of Regulation 8(3) of the Wage Adjustment Regulations 1974 as amended (no. 13), S.R. 1977/204, the entitlement to a Cost of Living Allowance in addition to the rate of remuneration prescribed by this Voluntary Agreement shall cease with effect from this instrument's operative date for salaries/wages.

### SALARY FORMULA 11/10/78

Based on 47 week 5 man rotating roster.

	Pay Hours
(1) Ordinary Pay —	
147 weeks × 5 shifts × 5 men × 8 hours .....	9,400.00
(2) Saturday pay —	
47 weeks × 3 shifts × 3 hours × ½ rates extra .....	211.50
47 weeks × 3 shifts × 5 hours × 1 rates extra .....	705.00
(3) Sunday Pay —	
47 weeks × 3 shifts × 8 hours × 1 rates extra .....	1,128.00
(4) Statutory Holidays —	
11 days × 3 shifts × 8 hours × 1 rates extra .....	264.00
(5) Shift Allowance (½ hour ordinary rates per shift) —	
47 weeks × 21 shift × ½ hour .....	493.50
(6) Travelling Allowance —	
5 men share 1 hour per day for 47 weeks .....	329.00

(7) Total Hours —		
47 weeks 5 men .....	12,531.00	
(8) Total Hours —		
47 weeks 1 man .....	2,506.20	
(9) Total Hours —		
1 week 1 man .....	53.32	
(10) Annual Holiday —		
3 weeks + 1 week for shift work + 1 week extra after 10 years	266.60	
(11) Total Hours Per Annum —		
(8) + (10) .....	2,772.80	
Hourly Rate	=	4.278
	×	2,772.80
		<u>11,862</u>

## MEMORANDUM

This voluntary agreement has been filed with the Registrar in accordance with Section 141 of the Industrial Relations Act 1973.

The rates of remuneration prescribed by this collective agreement are NOT to be increased by the application of the provisions of the order of the Arbitration Court made under the General Wage Orders Act 1977, dated the 3rd day of July 1978.

Dated at Wellington this 16th day of February 1979.

(L.S.)

B. P. Gray, Registrar.