

Please post in a Conspicuous Place accessible to Workers

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

Dated 6/5/82

Note: See clause 14 herein for the date on which rates of wages come into force.

**HAWKE'S BAY ELECTRIC 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 9th day of March 1982 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. That 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 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.

2. 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.

HOURS OF WORK

3. The hours of work for a Power Station Engineer while on shift duties shall not in a twentyeight day period exceed 160 hours and may be worked on any or all of the seven days of the week or any statutory holidays.

SALARIES

4. (a) The rate of pay for a Power Station Engineer coming within the scope of this Agreement shall be as stated in the pay formula Appendix "A" which sum being inclusive of payments under the Factories and Commercial Premises Act 1981.

(b) The rate of pay for a Relief Operator shall be as stated in the pay formula Appendix "A" which sum being inclusive of payments under the Factories and Commercial Premises Act 1981.

(c) The daily rate of pay for a Power Station Engineer shall be computed by dividing the 2-week rate by two into weekly amounts, the daily payments arrived at on the basis of five shifts per week.

(d) Any worker covered by this agreement at present in receipt of a higher rate of pay than provided for herein shall not have his rate of pay 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) For the purpose of calculation under sub-clause (a) above the hourly rate of pay for Power Station Engineers shall be \$7.425 and for Power Station Engineers who have completed two years current continuous service \$7.507.

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.

HOLIDAYS

8. (a) Annual Holidays for a Power Station Engineer shall be allowed in accordance with the provisions of the Holidays Act 1981, provided that on the completion of 8 years' continuous service with the same employer such workers shall become entitled to one additional week's holiday.

(b) Shift workers regularly and continuously employed on shifts shall be allowed one extra week's annual holiday in addition to the holidays provided for in Subclause (a).

(c) The Annual Holidays as in Sub-clause (a) above shall be deemed to be accruing throughout each year of service. Reasonable notification of holidays is to be given and the times at which such holiday is taken shall be by mutual agreement.

(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 workers' wishes.

(e) Should an engineer be required to do shift work on any of the following holidays: Christmas Day, Boxing Day, New Year's Day, 2 January, Good Friday, Easter Monday, Labour Day, Queen's Birthday, Anzac Day, Anniversary Day, Waitangi Day, he shall be granted one day in lieu thereof for each day worked, to be given at a time convenient to the holiday worked. This shall not apply where Waitangi Day or Anzac Day fall on a Saturday or Sunday.

Further, should any of the above holidays occur on any one of the engineer's rostered days off, he shall be granted one day in lieu thereof.

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

SICK PAY

9. After six months' service with the same employer and on production of a medical certificate, a worker shall be entitled to five working days' sick leave, paid at the rate specified in Clause 5 paragraph (b).

After one year's continuous service with the same employer and on production of a medical certificate a worker shall be entitled to ten working days' sick leave without deduction of pay. For each additional year of service ten working days' sick leave shall accrue with a maximum accumulation of 300 working days. The employer shall have the right to require the worker to produce additionally a medical certificate at the employer's expense from a doctor nominated by the employer.

An employer shall have the right to deduct the number of days on sick leave already taken by the worker from the total number the worker is entitled to by calculation in order to determine the number of days due to him in the event of his falling sick.

SPECIAL HOLIDAYS FOR LONG SERVICE

10. (a) A worker shall be entitled to special holidays as follows:

- (i) One special holiday of two weeks after the completion of 15 years and before the completion of 20 years of continuous service with the same employer;
- (ii) One special holiday of three weeks after the completion of 20 years and before the completion of 25 years of continuous service with the same employer;
- (iii) One special holiday of five weeks after the completion of 25 years continuous service with the same employer.

(b) Should a worker have completed 20 years of continuous service with the same employer, prior to the date of this agreement, he/she shall not be entitled to the special holiday provided for in paragraph (i) of this clause. Should a worker have completed 25 years of continuous service with the same employer prior to the date of this agreement, he/she shall not be entitled to the special holiday provided in paragraph (i) or (ii) of this clause.

(c) All such special holidays provided for in subclause (a) of this clause shall be on the ordinary pay as defined by the Holidays Act, 1981, and may be taken in one or more periods and at such time or times as may be agreed on by the employer and the worker.

(d) If a worker having become entitled to a special holiday leaves his/her employment before such holiday has been taken he/she shall be paid in lieu thereof.

SETTLEMENT OF DISPUTES

11. 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".

12. The Board reserves the right to revert to a 5 man roster system.

CARRYING OUT OF THE AGREEMENT

13. 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

14. This Agreement shall be deemed to have come into operation on the 10th day of November 1981 and shall endure until the 9th day of November 1982.

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

A. R. Gillon, Chairman

T. M. Graham, General Manager

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

D. J. Munro, Secretary

Witness to the signatures:

F. Sanders

APPENDIX "A"

SHIFT OPERATORS PAY FORMULA

Each 28 day rotating roster of 20 shifts is made up of 14 week day shifts, 3 Saturday and 3 Sunday shifts.

For each shift, allowances of $\frac{1}{2}$ hour Shift + 20 minutes Travelling and 10 minutes Changeover Allowances, a total of 1 hour will be paid.

Regular Operators – For each roster period of 4 weeks

14 normal shifts 14×8	=	112.00 hours
3 Saturday shifts $(3 \times 1\frac{1}{2} + 5 \times 2)$	=	43.5 hours
3 Sunday shifts $3 (8 \times 2)$	=	48.0 hours
20 allowances 20×1	=	20.0 hours
		<u>223.5 hours</u>

For each pay period of 2 weeks = $\frac{223.5}{2}$ = 111.75 hours

In addition for each Statutory holiday shift an additional 8 hours to be paid when worked.

	Rate A.	Rate B.
Normal Fortnightly Pay one man:		
111.75×7.425 =	\$829.7437	
111.75×7.507 =		\$838.9072
For each Statutory Shift Additional		
8×7.425 =	\$ 59.40	
8×7.507 =		\$ 60.056
Relief Operator		
Shop Floor Hourly Rate =	\$ 6.831	\$ 6.913
Each Week Day Shift 9×7.425 =	\$ 66.8250	
Each Saturday Shift 15.5×7.425 =	\$115.0875	
Each Sunday Shift 17×7.425 =	\$126.2250	
Each Statutory Shift 17×7.425 =	\$126.2250	

	Rate A.	Rate B.
Each Week Day Shift $9 \times 7.507 =$		\$ 67.5630
Each Saturday Shift $15.5 \times 7.507 =$		\$116.3585
Each Sunday Shift $17 \times 7.507 =$		\$127.6190
Each Statutory Shift $17 \times 7.507 =$		\$127.6190
Rate A = Commencing Rate		
Rate B = 2 year Rate		

MEMORANDUM

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

Dated at Wellington this 6th day of May 1982.

(L.S.)

J. H. Hall, Registrar