

## DUNEDIN CITY COUNCIL SHIFT OPERATORS—INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Dunedin]

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 7th day of December 1960, between the New Zealand Engineering, Coachbuilding Aircraft, and Related Trades Industrial Union of Workers (hereinafter called the "union") of the one part, and the corporation of the Mayor, Councillors, and Citizens of the city of Dunedin (hereinafter referred to as the "employer") of the other part.

That as between the parties hereto, the terms, conditions, stipulations, and provisions contained and set out in the Schedule hereto, shall be binding upon the said parties, and the said terms, conditions, stipulations, and provisions shall be and are hereby incorporated in and declared to form part of this agreement: That the said parties hereto shall observe and perform every matter and thing by this agreement and by the said terms, conditions, and provisions required to be 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. Any failure to observe the conditions, stipulations, and provisions contained herein shall be deemed to be a breach of this industrial agreement.

### SCHEDULE

#### *Scope of Agreement*

1. This agreement shall apply only to operators employed on rostered shift work on the Dunedin City Council Electricity Department system.

#### *Hours of Work*

2. (a) Forty hours shall constitute an average week's work.

(b) Length of shifts to be agreed upon between a representative of the Department and a representative of the operators. Not less than one shift off shall separate two working shifts.

(c) Shifts shall revolve and change weekly.

#### *Number of Operators*

3. (a) For the system control centre one operator shall be engaged on each rostered shift from the date that this centre is manned and in operation.

(b) For Waipori Falls No. 2 power station two operators shall be engaged on each rostered shift.

(c) For Halfway Bush one operator shall be engaged on each rostered shift.

(d) For the converter station one operator shall be engaged on each rostered shift until such time as the system control centre is manned and in operation.

(e) One operator shall be engaged on each rostered shift for supervision of unmanned substations or as may be directed by the system control operator from the date that the system control centre is manned and in operation.

#### *Promotion*

4. Promotion according to length of continuous service where ability is equal; provided that the City Electrical Engineer shall be sole judge of the qualifications of any members of the staff for promotion.

#### *Annual Leave*

5. (a) Annual leave of 20 rostered shifts shall be granted on full pay to each operator after 12 months' service.

(b) In the event of an operator leaving his situation before the completion of a year's service he shall receive fully paid holidays on a *pro rata* basis.

(c) Pay for annual holidays shall be calculated on the normal rate of pay plus penal and shift rates. When a statutory holiday or Anniversary Day falls during an operator's annual leave, a day shall be granted in lieu thereof or alternatively a day's pay at ordinary rates, dependent on the exigencies of the service.

(d) Relieving operators shall be granted annual leave on full pay on the same basis as for full-time operators provided that the relieving operator is employed on shift for a minimum of six months in the year. If a relieving operator is employed on shift for less than six months in the year, then he shall be granted annual leave on full pay on a *pro rata* basis: Provided that a relieving operator stationed permanently at Waipori shall be granted annual leave on full pay on the same basis as a fulltime operator.

#### *Temporary Positions*

6. (a) An operator called upon to relieve as station operator, system operator or system controller, shall be paid the first year rate for such a position but in no case shall his rate be reduced below his usual rate. Where the operator has qualified in his usual position for the service increment provided in clause 9 (b) then he shall continue to receive the increment whilst on transfer.

#### *Conveniences*

7. Provision shall be made for washing and dressing and for facilities for obtaining hot water, to the standard set by the Factories Act and its amendments, at each permanently manned station.

#### *Changing Shifts*

8. Operators shall have the privilege of changing shifts, one with another, provided that the sanction of the officer in charge is obtained and such change does not involve the payment of additional overtime or other penalties.

## Wages

9. (a) The minimum rates shall be:		1st	2nd	3rd	4th
(i) System control:		Year	Year	Year	Year
System operators	.....	£	£	£	£
(ii) Waipori:		1,000	1,025	1,050	.....
Station operators	.....	925	945	965	.....
Shift operators	.....	840	860	880	900
Relief shift operators	.....	840	860	880	.....

Operators stationed at Waipori shall in addition to the above mentioned wages, receive a remote allowance at the rate of £26 per annum.

(iii) General:		£	£	£	£
Shift operators	.....	840	860	880	900

Shift operators other than those stationed permanently at Waipori shall carry out rostered shift work and shall operate in or attend the department's substations in accordance with a schedule laid down or as directed, and shall carry out relieving duties in any of the department's power stations or substations as required.

(iv) The following positions shall not be filled when vacated by the present holders and they shall not be regarded, up to this stage, as positions to which the first requirement of clause 6 could apply when the present holders are on leave.

At any time when increases for operators are being negotiated, the employees in these positions shall be considered along with those in other positions.

Waipori:		1st	2nd	3rd
Senior station operator	.....	Year	Year	Year
(v) Halfway Bush:		£	£	£
Senior substation operator	.....	1,010	.....	.....
Substation operators	.....	980	915	935

Any operator employed on rostered shift work at Halfway Bush substation and converter station, shall, up to the date that the system control centre is manned and is in operation, receive an additional payment at the rate of £25 per annum.

(vi) The following positions shall be deleted from this agreement when the system control centre is manned and is in operation.

Converter station:		1st	2nd	3rd
Senior substation operator	.....	Year	Year	Year
Substation operators	.....	£	£	£
		980	915	935

Operators employed as junior operators at the date of signing this agreement shall be classified and paid as shift operators whose starting rate had been the second year rate.

Operators with electricians registration, appointed as shift operators subsequent to the signing of this agreement, shall start at the second year rate.

9. (b) An additional 1½d. an hour shall be paid to each operator covered by this agreement, who has completed or subsequently completes one year at the maximum rate for one of the classifications covered by clause 9 (a) provided that all persons now being paid the additional 1½d. continue to receive this sum.

(c) The hourly rate of pay shall be the annual salary divided by 2,080.

(d) Shift rate 3s. 6d. per shift when at least four hours of the shift worked is outside of the hours 8 a.m. to 5 p.m.

(e) The provisions of the Factories Act 1946, shall apply to work done between noon Saturday and 12 midnight Sunday and the following holidays: New Year's Day, 2 January, Good Friday, Easter Monday, Anniversary Day, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day.

(f) The employer may engage an operator on a rostered shift, or on day work to carry out work outside his ordinary duties, provided that his rate of pay shall be increased to the lowest ruling rate for such work should such rate be higher than his normal rate of pay.

(g) When a statutory holiday or Anniversary Day falls on an operator's rostered day off, a day shall be granted in lieu thereof or alternatively a day's pay at ordinary rates, dependent on the exigencies of the service.

(h) Overtime shall be calculated on a daily basis. Any worker required to work at times other than those set out in the roster shall be paid time-and-a-half for the first two hours and double time thereafter for such work, provided that this provision shall not apply to extra hours worked in any one day when such hours are brought about by quick shift or change of shift when part of the second shift hour falls within the normal day hours of the first shift.

(i) When operators are required to do work such as cleaning generator windings, oil circuit breakers, transformers, main bearings, spray painting, work inside turbines or below floor plates or any work for which dirt money is normally payable under any other award or agreement, they shall be paid an additional 3s. 4d. per day or part thereof.

(j) Operators shall, if required, make themselves available for rostered standby, at their homes for which payment shall be made at the rate of 3s. 6d. per shift provided that the payment shall be increased to 7s. per shift for standby on Saturdays, Sundays and statutory holidays as per sub-clause (c) hereof. Should an operator be called out from his home, he shall be paid for all work done at the appropriate overtime rate of pay, but shall receive for each call out not less than two hours pay at ordinary rates and until the time for which this minimum payment would be due has expired, shall not be entitled to additional pay for further work done.

#### *Exclusion of Court Order*

10. The salaries and allowances payable to all employees covered by this agreement shall not be subject to the general order of the Court of Arbitration dated 18 September 1959, which increased rates of remuneration determined by awards and industrial agreements by an amount equal to 24 per cent thereof. Any future general orders of the Court shall apply according to their tenor.

#### *Day Work*

11. If an operator is removed from rostered shift work and employed temporarily on day work in any station he shall continue to be covered by this agreement and his ordinary hours of work shall be 40 per week or eight a day to be worked on five days of the week Monday to Friday both days inclusive between the hours of 7.30 a.m. and 5 p.m.

#### *Travelling Time*

12. (a) Any worker required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting such traffic, shall be provided with transport to and from his home, or to and from the city boundary.

(b) (i) Operators transferred temporarily to Waipori shall be refunded the cost of transport to and from Waipori by a scheduled transport service or shall be provided with free transport in a departmental vehicle on taking up and relinquishing the temporary position. Travelling time shall be paid for at ordinary rates.

(ii) Once in each complete month when an operator is away from home on such temporary transfer, he shall be transported to and from his home on the same basis, except that he shall not be paid for travelling time.

12. (c) Operators providing their own transport under subclause (a) or (b) hereof, with the approval of the department, shall be paid a vehicle allowance according to the Government scale in lieu of any other payment for the refund of the cost of transport.

#### *Accidents*

13. A modern first aid emergency case, fully equipped, shall be kept in a convenient place in or near the station.

#### *Preference*

14. It is a condition of employment that any person whose work comes under the provision of this agreement shall on his being engaged agree to become a member of the New Zealand Engineering Coach Building, Aircraft and Related Trades Industrial Union of Workers within seven days of his engagement, and shall join the union within the time stated and continue his membership as long as he continues in his present employment. All employees under this agreement shall remain financial members of the said union. Employees being four weeks in arrears shall be deemed to be unfinancial.

#### *Clothing Allowance*

15. Operators shall provide their own overalls or dust coats and shall be paid 1½d. per hour as compensation for supplying and laundering these overalls or dust coats. The dress must be uniform in colour and style.

#### *Matters Not Provided For*

16. If a dispute shall arise between the parties to this agreement upon any matters arising out of or in connection with the agreement and not specifically dealt with therein, it shall be referred to a committee comprised of three representatives of the union and three representatives of the employers, who shall appoint an independent chairman for decision. The decision of a majority of this committee shall be binding, except that any party adversely affected thereby shall have the right, within 14 days after the decision is given, to appeal against the decision to the Court of Arbitration which may amend the decision in any way as, after hearing the parties it may consider necessary or desirable.

#### *Safety Instruction*

17. Operators shall attend such classes in resuscitation, first aid and safety as shall from time to time be held and shall be paid for such time at the ordinary rate.

#### *Term of Agreement*

18. This agreement shall come into force in so far as wages are concerned on the 8th day of August 1960, and in so far as other conditions are concerned on the day of the date hereof and shall continue in force until the 7th day of August 1962.

Signed for and on behalf of the corporation of the Mayor, Councillors, and Citizens of the City of Dunedin.

J. C. LUCAS, Town Clerk.

Signed for and on behalf of the New Zealand Engineering, Coachbuilding Aircraft, and Related Trades Industrial Union of Workers.

J. A. BOOMER, Secretary.