

NELSON CITY COUNCIL SUB-STATION OPERATORS—INDUSTRIAL AGREEMENT

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1925 and its amendments this 30th day of September 1965 between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers, (hereinafter referred to as the “union”) of the one part and the Mayor Councillors and Citizens of the City of Nelson (hereinafter referred to as “the employer”) of the other part witnesseth, that it is hereby mutually agreed by and between the said parties as follows, that is to say:

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 incorporated in and declared to form part of this agreement.

2. That the said parties shall respectively do, observe and perform every matter and things 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

Application of Agreement

1. Sub-station operators employed at the Nelson City Council's electric sub-station shall be the class of workers covered by this agreement.

Interpretation

2. Sub-station operators work shall mean and include the operation of switch gear and electric machinery, the keeping of records as required, cleaning and effecting ordinary repairs to electrical apparatus as may from time to time be necessary, or generally performing any duties in connection with the operation of electric plant that they may be called upon to do.

Hours of Work

3. (a) The ordinary hours of all workers coming within the scope of this agreement shall not exceed 40 hours per week and not more than eight hours in any one day.

(b) Workers employed on shift work may be required to work seven shifts in any week, provided that the total number of shifts to be worked in each consecutive three weekly period shall not exceed 15. All rosters shall be subject to the approval of the electrical engineer to the supply authority. Shifts shall rotate weekly or fortnightly according to arrangement.

Wages

4. (a) The minimum rate of wages shall be:

All operators with more than 12 months service at the sub-station £17 15s. per week.

All other operators £16 10s. per week.

(b) In addition to the wages payable in clause (a) a shift allowance of 5s. 6d. per shift shall be paid in respect of every shift worked.

(c) Where operators are required to sleep on station an amount of £1 12s. shall be added to the weekly amount during the whole three weekly period. A casual shift worker shall be paid 10s. 9d. per night.

Overtime

5. (a) All time in excess of the hours prescribed in clause 3 (a) hereof shall be regarded as overtime, and paid at the rate of time and a half for the first three hours, and double time thereafter.

(b) All call-outs shall be paid at a two hour minimum at appropriate overtime rates.

(c) Operators "sleeping on" will be required to take or make telephone calls as may be necessary as part of their normal duties.

(d) Operators "sleeping on" who may be required to come on full duty, shall be paid at normal overtime rates with a minimum of one hour.

Holidays

6. (a) The following holidays shall be recognised paid holidays. New Year's Day, 2 January, Good Friday, Easter Monday, Anzac Day, birthday of reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day or a day in lieu thereof.

(b) Single ordinary rates extra shall be paid for ordinary time worked on Sunday, double ordinary rates extra shall be paid for time worked on statutory holidays prescribed in sub-clause (a).

(c) A worker shall be paid an amount equal to one-fifth of the wage prescribed in sub-clause 4 (a) when a statutory holiday (other than Anzac Day) under this agreement falls on the workers day off provided the time so paid for shall not be counted as time worked when computing overtime.

(d) In the event of a holiday other than Anzac Day falling on Saturday or Sunday, such holidays shall be observed on the next succeeding working day or days.

Annual Holidays

7. (a) Twenty-one consecutive day's holiday on full pay shall be granted to each worker under this agreement on completion of each year of service in the terms of the Annual Holidays Act 1944.

(b) If a statutory holiday falls within a workers' leave period, another day should be added to his leave without deduction from weekly wage.

General Conditions

8. (a) A modern first aid emergency case fully equipped, shall be kept in a convenient place in the station.

(b) All operators shall be supplied with at least one suit of overalls each year and such additional suit or suits as the electrical engineer may consider necessary, same to be laundered by the employer.

(c) Individual lockers shall be provided wherein they may hang their clothes.

(d) A sufficient supply of hot water for the purpose of meals shall be provided.

(e) Hot water and towels for washing purposes shall be supplied.

(f) All bedding to be supplied and laundered by the city council.

Long Service Bonus

9. After three continuous years service with the same employer every worker shall be entitled to a service bonus of 3s. 8d. per week; and after seven years of continuous service with the same employer 7s. 3d. per week; and after 10 years continuous service with the same employer 10s. 10d. per week above the rates prescribed in clause 4 hereof.

Sick Leave

10. After one years continuous service, and on the production of a medical certificate, a worker shall be entitled to five working days sick leave without deduction of pay.

For each additional year of service sick leave shall accrue with a maximum accumulation of 20 working days.

Meal Money

11. When an employee is required to work overtime for more than one hour after his shift is completed, he shall be allowed 5s. 6d. for a meal.

Changing Shifts

12. Workers shall be allowed to change shifts with one another with permission of the electrical engineer, provided however that no overtime shall be paid in the case of working longer than the prescribed number of hours in order to effect the change of shift.

Matters Not Provided For

13. The essence of this agreement being that the work of the employer shall not on any account whatsoever be impeded but shall proceed as if no dispute had arisen, it is provided that if any difference or dispute shall arise between the parties bound by this agreement or any of them, as to any matter whatso-

ever, arising out of or connected therewith, and not dealt with in this agreement, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman, to be mutually agreed upon, or in default of agreement, to be appointed by the Inspector of Factories for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

Unqualified Preference

14. (a) Any adult person engaged or employed in any position or employment, subject to this agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this agreement so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof, commits a breach of this agreement.

(d) Every employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purpose of this clause "adult person", means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this agreement.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Termination of Employment

15. Except with the consent of the employer, no operator shall terminate his engagement otherwise than by giving his employer 14 days notice in writing of his intention to do so. The employer may terminate the engagement of any operator in like manner and by like notice, save in the case of a worker guilty of misconduct who may be dismissed summarily.

Under-rate Workers

16. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose: and such inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

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(b) Such permit shall be for such period, not exceeding six months, as such inspector or other person shall determine, and after the expiration of such period shall continue in force until 14 days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in the manner prescribed by this clause provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Scope of Agreement

17. The agreement shall apply to the parties named herein.

Term of Agreement

18. This agreement, in so far as it relates to wages, shall be deemed to have come into force on the 14th day of April 1965 and so far as all the other conditions of this agreement are concerned it shall come into force on the day of the date hereof: And this agreement shall continue in force until the 13th day of April 1967.

The common seal of the Mayor, Councillors and Citizens of the City of Nelson was affixed hereto in the presence of:

[L.S.]

D. N. STRAWBRIDGE, Mayor.

B. N. CHALLIS, Acting Town Clerk.

The common seal of the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers, was affixed hereto in the presence of:

[L.S.]

P. GARDINER, President.

G. W. SCOTT, Secretary-Treasurer.