

NATURAL GAS CORPORATION OF NEW ZEALAND SHIFT ENGINEERS
AND ASSISTANTS—AGREEMENT UNDER LABOUR DISPUTES
INVESTIGATIONS ACT 1913

This Industrial Agreement made in pursuance of the Labour Disputes Investigations Act 1913, this second day of December 1969 between the New Zealand Institute of Marine and Power Engineers Incorporated, (hereinafter referred to as "the Institute"), of the one part, and the Natural Gas Corporation of New Zealand, (hereinafter referred to as "the Employer"), of the other part, whereby it is mutually agreed by and between the parties hereto 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 incorporated and 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, and shall in all respects abide by and perform the same.

SCHEDULE

BRANCH OF WORK COVERED

1. This Agreement shall apply to Shift Engineers and Assistant Shift Engineers but shall not apply to Supervising and Superintending Plant Engineers.

INTERPRETATION

2. (a) Shift Engineers and Assistant Shift Engineers shall mean workers who have served a full apprenticeship in a recognised workshop and who during their shifts are required to be in charge of machinery, boilers, pumps, turbines, compressors, instruments and process control.

(b) In addition to Subclause (a) above Shift Engineers shall possess a minimum qualification of the Third Class Steam Engineer's Certificate issued by the New Zealand Government, or equivalent.

DUTIES

3. The duties of Shift Engineers and Assistant Shift Engineers shall be to operate the plant during their shifts and to effect such repairs as may be reasonably necessary for the safety of the machinery running.

They may also be called upon to do overhaul and repair work and also erect new machinery in the establishment in which they are employed, but not so as to interfere with their watch keeping duties.

In the event of a breakdown in the machinery which would interfere with the running of the plant, the Superintending Engineer may recall Shift Engineers and Assistant Shift Engineers to work in order to effect repairs to meet the emergency.

HOURS OF WORK

4. Forty hours shall constitute a week's work and shall be arranged to suit the exigencies of the works by roster mutually arranged between the shift engineers and the employer.

SALARIES

5. (a) The minimum rate of salary for a Shift Engineer coming within the scope of this Agreement shall be \$3,716 per annum, such sum being inclusive of payments under Sections 19 (4), 28 and 29 of the Factories Act 1946.

(b) The minimum rate of salary for an Assistant Shift Engineer coming within the scope of this Agreement shall be \$3,312 per annum, such sum being inclusive of payments under Sections 19 (4), 28 and 29 of the Factories Act 1946.

(c) 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 position of employment.

(d) An allowance of \$200 per annum shall be paid to Assistant Shift Engineers holding a Third Class Steam (Marine) Certificate. An allowance of \$150 per annum shall be paid to Assistant Shift Engineers holding a First Class Engine Drivers Certificate. These allowances shall not be cumulative and shall be paid in weekly amounts.

(e) The daily rate of pay shall be computed by dividing the salary by 52 into weekly amounts and daily payments arrived at on the basis of five watches per week.

(f) The employer and the Institute agree that the salaries provided in this clause shall be amended from time to time having regard to rates granted to indentured mechanical fitters under wage worker determinations issued by the State Services Commission as a result of any half yearly or specific reviews as from April 1970 undertaken in accordance with the provisions of Section 24 of the State Services Remuneration and Conditions of Employment Act 1969. It is further agreed that General Wage Orders of the Arbitration Court shall not apply to the rates of remuneration provided in this Agreement.

OVERTIME

6. (a) All work performed in excess of eight hours per day shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) All work performed after noon on Saturdays or on Sundays and on recognised holidays as provided herein which is in excess of the weekly quota of 40 hours shall be paid for at half rate extra for Saturday afternoons and rate extra for Sundays and holidays.

(c) For the purpose of calculation under Subclause (a) and (b) above the minimum hourly rates of pay shall be \$1.38 per hour for Shift Engineers and \$1.23 per hour for Assistant Shift Engineers.

(d) When a Shift Engineer or Assistant Shift Engineer is called back to duty after having completed his shift and left his place of employment, he shall receive a minimum payment of 2 hours at the appropriate overtime rate and shall be reimbursed for the reasonable cost of travel incurred for the call back.

(e) If after having completed his normal days work an Engineer is required to continue working for more than four consecutive hours overtime, the employer shall either provide a suitable meal or allow meal money at the rate of 60 cents per meal, provided that such Engineer cannot reasonably get home for a meal and return in the time usually allowed for a meal.

TERMINATION OF EMPLOYMENT

7. One months notice of termination of employment shall be given by either side.

HOLIDAYS

8. (a) Every Engineer covered by this Agreement shall be entitled in each year to leave of absence on full pay for a continuous period of three weeks.

(b) The holidays shall be deemed to be accruing through each year of service, so that after six months continuous service an Engineer discharged for any cause (other than misconduct) or leaves of his own accord, he shall be paid at ordinary rates for such proportion of his holiday as shall then have accrued.

(c) It is understood that annual holidays may be allocated during any part of the year as the employer may decide and in accordance with a system of allocation which as far as practicable will take into account the wishes of the worker concerned.

(d) Should an Engineer be required to do shift work on any of the following holidays: Christmas Day, Boxing Day, New Year's Day, 2nd January, Good Friday, Easter Monday, Labour Day, Queen's Birthday, Anzac Day and Anniversary Day, he shall be granted one day off for each day to be given at a time convenient, as mutually agreed upon. Further,

should any of the above holidays occur on any one of the Engineer's rostered days off, he shall be granted an extra day off or receive additional payment for such day at the appropriate daily rate.

(e) Where any holiday provided above occurs during the period of any annual holiday allowed or deemed to have been allowed to any Shift Engineer or Assistant Shift Engineer under this Clause, the period of annual holiday shall be deemed to be increased by one day in respect of the holiday as aforesaid.

ACCOMMODATION

9. The employer shall provide suitable accommodation for the Engineers, including all conveniences, and a room to enable them to partake of their meals in reasonable comfort; also suitable lockers in which clothes may be hung.

CLOTHING

10. (a) All workers shall be supplied with two suits of overalls once in each year and also ample protective clothing. Overalls shall be replaced when necessitated by fair wear and tear. One pair of boots or industrial shoes is to be supplied to each worker to be replaced when necessitated by fair wear and tear.

(b) Towels shall be supplied in accordance with provisions of the Factories Act 1946 and its amendments.

SETTLEMENT OF DISPUTES

11. The essence of this Agreement being that the work of the employer shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that 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 point in dispute shall be referred in the first instance to the Plant Superintendent for settlement. Failing settlement at this level it shall be referred to a committee comprising two representatives of the employer and two representatives of the employees. Should these fail to agree, the matter shall then be referred to the arbitration of an umpire mutually agreed upon by the said representatives and the decision of the umpire shall be final.

PREFERENCE

12. The preference of employment shall at all times be given to members of the New Zealand Institute of Marine and Power Engineers (Inc.)

CARRYING OUT OF AGREEMENT

13. This Agreement shall be honourably carried out in its entirety by both parties, notwithstanding any differences which may arise on matters not already provided in this Agreement.

TERM OF AGREEMENT

14. This Agreement shall be deemed to have come into operation as from the first day of December 1969 and shall continue in force until the 31st day of May 1971.

Signed on behalf of the New Zealand Institute of Marine and Power Engineers Incorporated (Wellington Branch).

A. H. Selwood, President.

D. J. Munro, Secretary.

Witness:

M. L. Teague.

Signed on behalf of the Natural Gas Corporation of New Zealand

R. M. O'Callahan, General Manager.

Witness:

R. S. Stevens.

(This agreement, made under the Labour Disputes Investigation Act 1913, was filed with the Clerk of Awards at Wellington, pursuant to section 8 (1) of the said Act, on the 5th day of January 1970)

SALARY FORMULA FOR NATURAL GAS CORPORATION SHIFT
ENGINEERS AGREEMENT

Based on 49 week 5 man rotating roster.

		Pay Hours
(1) ORDINARY PAY 49 weeks x 5 shifts x 5 men x 8 hours	-	9,800
(2) SATURDAY PAY 49 weeks x 3 shifts x 3 hours x half rates extra 49 weeks x 3 shifts x 5 hours x 1 rate extra	- -	220.5 735
(3) SUNDAY PAY 49 weeks x 3 shifts x 8 hours x 1 rate extra	-	1,176
(4) STATUTORY HOLIDAYS 10 days x 3 shifts x 8 hours x 1 rate extra	-	240
(5) SHIFT ALLOWANCE (- one half hour ordinary rates per shift) 49 weeks x 21 shifts x one half hour	-	514.5
(6) TOTAL HOURS 49 weeks 5 men	-	12,686
(7) TOTAL HOURS 49 weeks 1 man	-	2,537.2
(8) TOTAL HOURS 1 week 1 man	-	51.8
(9) ANNUAL HOLIDAY 3 weeks at average earnings subject to maximum of ordinary pay plus 30% 3 weeks at 51.8 hours	-	155.4
(10) TOTAL HOURS PER ANNUM (7) plus (9)	-	2,692.6
Shift Engineers \$1.38 per hour x 2,692.6 hours	-	\$3,715.79
Assistant Shift Engineers \$1.23 per hour x 2,692.6 hours	-	\$3,311.90