

DUNEDIN CITY CORPORATION SHIFT OPERATORS'—INDUSTRIAL AGREEMENT

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 20th day of January 1971, between the New Zealand Engineering, Coachbuilding, Aircraft Motor 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/controllers employed on rostered shift work and permanent relief operators/controllers who are employed primarily as operators/controllers 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/controllers. Not less than one shift off shall separate two working shifts.
- (c) Shifts shall revolve and change weekly.
- (d) The roster shall be available for inspection by operators/controllers. The employer shall not alter the roster unless the alteration is necessary in the interests of the Electricity Department and its consumers.

NUMBER OF OPERATORS

3. (a) For the system control centre one controller shall be engaged on each rostered shift.
- (b) For Waipori Falls No. 2 & 2A Power Stations two operators shall be engaged on each rostered shift.
- (c) Halfway Bush one operator shall be engaged on each rostered shift.
- (d) One operator shall be engaged on each rostered shift for supervision of unmanned substations or as may be directed by the system controller.
- (e) No operator/controller shall be required to undertake any duty contrary to national safety rules.

PROMOTION

4. Promotion according to length of continuous service where ability is equal; provided that the General Manager, Electricity Department, 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/controller after 12 months' service.

(b) In the event of an operator/controller 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/controllers 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/controllers shall be granted annual leave on full pay on the same basis as for full-time operators/controllers provided that the relieving operator/controller is employed on shift for a minimum of six months in the year. If a relieving operator/controller 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 and the relief system controller shall be granted annual leave on full pay on the same basis as a full-time operator/controller.

TEMPORARY POSITIONS

6. An operator/controller called upon to relieve as station operator, system controller or system superintendent, 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/controller has qualified in his usual position for the service increment provided in clause 9(c) then he shall continue to receive the increment whilst on transfer.

CONVENIENCES

7. Provisions 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/controllers 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)

	1st Year \$	2nd Year \$	3rd Year \$	4th Year \$
(i) <i>System Control</i>				
System Controller	3,730	3,837	3,945	—
Relief System Controller	3,730	3,837	3,945	—
(ii) <i>Waipori</i>				
Station Operators	3,476	3,552	3,628	—
Shift Operators	3,198	3,257	3,316	3,375
Relief Shift Operators	3,198	3,257	3,316	—

Operators stationed at Waipori shall in addition to the above-mentioned wages, receive a remote allowance in accordance with that applicable to Council employees at this location.

(iii) *General*

System Operators	3,198	3,257	3,316	3,375
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System Operators 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) Operators/controllers may be appointed at other than the first year rate if in the opinion of the General Manager, Electricity Department, they hold any qualification to justify starting above the commencing rate.

Operators with electrician's registration appointed as system/shift operators subsequent to the signing of this agreement shall start at the second year rate.

(b) Each operator/controller shall have a specified reporting point on the department's system and shall report thereto at the time for commencing work each day. If he is required to report to some other point for a period less than four consecutive weeks he shall report to such other point at the normal time for commencing work, but unless he resides within $1\frac{1}{2}$ miles' radius of such other reporting point the department shall pay his bus fares from his normal reporting point to the other reporting point or shall provide transport for the worker from his normal reporting point.

(c) An additional 1.25 cents per hour shall be paid to each operator/controller covered by this agreement who has completed or subsequently completes one year at the maximum rate for one of the classifications covered by clauses 9(a) provided that all persons now being paid the additional 1.25 cents continue to receive this sum.

(d) The hourly rate of pay shall be the annual salary divided by 2080.

(e) A shift allowance of 20% of ordinary time rates shall be paid for time worked between the hours of 8 p.m. to 6 a.m. Monday to Friday inclusive.

(f) (i) The provisions of the Factories Act 1946, shall apply to work done on 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.

(ii) Time worked on a Saturday shall be paid at time and a half rates.

(iii) Time worked on a Sunday shall be paid at double rates.

(g) 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.

(h) 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.

(i) 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. A shift employee required to return to work overtime shall be entitled to a minimum payment of 2 hours at the appropriate overtime rate.

(j) 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 40 cents per day or part thereof.

(k) Operators/controllers shall, when necessary for the efficient working of the system if and when the need should arise, make themselves available for rostered standby at their homes for which payment shall be made at the rate of 65 cents per shift provided that the payment shall be increased to \$1.40 per shift for standby on Saturdays, Sundays and statutory holidays as per sub-clause (f) hereof. Should an operator/controller 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.

DAY WORK

10. If an operator/controller 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

11. (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 a distance of 12 miles from the Chief Post Office.

(b) (i) Operators/controllers 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.

(c) Operators/controllers providing their own transport under subclauses (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

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

UNQUALIFIED PREFERENCE

13. (a) Any adult person engaged or employed in any position or employment subject to this industrial agreement by any employer bound by this industrial agreement shall, if he is not already a member of a union of workers bound by this industrial 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 industrial agreement so long as he continues in any position of employment subject to this industrial agreement.

(c) Every worker obliged under sub-clause (a) hereof to become a member of a union who fails to become a member as required by that sub-clause, 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 sub-clause (b) hereof commits a breach of this industrial agreement.

(d) Every employer bound by this industrial agreement commits a breach of this industrial agreement if he continues to employ any worker to whom sub-clauses (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 purposes 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 rates of wages prescribed for adult workers by this industrial agreement.

CLOTHING ALLOWANCE

14. Operators/controllers shall provide their own overalls or dust coats and shall be paid 1.50 cents 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

15. 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

16. 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.

RELATIONSHIP WITH STATE SERVICES

17. As the rates of remuneration determined by this agreement are based on rates applying to the State Services as at this date, these rates of remuneration are to be amended from time to time in the same manner as rates payable in the State Services are amended in accordance with Section 24 of the State Service Remuneration and Conditions of Employment Act, 1969, and any general wage increase awarded by the Court of Arbitration will not be deemed to apply to the rates of remuneration specified in this industrial agreement.

TERMS OF AGREEMENT

18. This agreement shall come into force insofar as wages are concerned on the 1st day of September 1970, and insofar as other conditions are concerned on the 11th day of December 1970 and shall continue in force until the 31st day of August 1972.

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

D. M. Shirley, Town Clerk.

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

J. A. Boomer, Secretary, Otago & Southland District.