

NATURAL GAS CORPORATION OF NEW ZEALAND SHIFT SUPERVISORS, SHIFT ENGINEERS, AND ASSISTANTS – AGREEMENT UNDER LABOUR DISPUTES INVESTIGATION ACT 1913

This industrial agreement made in pursuance of the Labour Disputes Investigation Act 1913, this 22nd day of December, 1971, between the New Zealand Institute of Marine and Power Engineers (Inc.), Wellington Branch, (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 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 Supervisors, Shift Engineers, and Assistant Shift Engineers.

INTERPRETATION AND DEFINITIONS

2. (a) Shift Supervisors, Shift Engineers, and Assistant Shift Engineers shall mean workers who are eligible for membership of the Institute 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 Supervisors shall possess a minimum qualification of the Third Class Steam Engineer’s Certificate issued by the New Zealand Government, or equivalent.

(c) “Employer” shall mean the Natural Gas Corporation of New Zealand. “Member” shall mean a worker of the classes prescribed in subclause (a) hereof.

DUTIES

3. The duties of members shall be to operate the plant during their shifts and to effect such repairs as may be reasonably necessary for the safety of the plant in accordance with specifications of duties and responsibilities issued by the employer.

It is hereby agreed that before a member assumes shift duties he shall receive adequate training in his duties and responsibilities.

Members may also be called on 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 watchkeeping duties.

In the event of a breakdown which would interfere with the running of the plant the employer may recall members to work in order to effect repairs to meet the emergency.

HOURS OF WORK

4. Over the roster period working hours shall average out at forty hours per week and shall be arranged to suit the exigencies of the plant by roster mutually arranged between the Shift Supervisor and the Employer.

SALARIES

5. (a) The minimum salaries for members within the scope of this Agreement, being inclusive of payments under Sections 19 (4), 28 and 29 of the Factories Act 1946 and amendments shall be as follows, and will operate from the dates shown:

Shift Supervisors – Salary based on an hourly rate of \$1.97 from 1 June, 1971. Salary based on an hourly rate of \$2.15 from 1 April, 1972.

Shift Engineers – Salary based on an hourly rate of \$1.90 from 1 April 1972.

Assistant Shift Engineers – Salary based on an hourly rate of \$1.67 from 1 June 1971.

Salary based on an hourly rate of \$1.80 from 1 April, 1972.

(b) Any member covered by this Agreement at present in receipt of a higher salary than is provided herein shall not have his salary reduced whilst in his present position of employment.

(c) 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.

CERTIFICATE OF COMPETENCY

6. Allowances as follows, additional to salaries, shall be paid to the holders of the following certificates of competency:

(i) 1st or 2nd Board of Trade Steam Certificate, or Extra 1st Class Enginedriver's Certificate – \$260 per annum.

(ii) 3rd Class Marine Certificate, or (new) 1st Class Enginedriver's Certificate – \$200 per annum.

(iii) 1st Class (old) Enginedriver's Certificate – \$156 per annum.

(iv) 2nd Class (new) Enginedriver's Certificate, or 2nd Class Coastal Motor Engineer's Certificate – \$104 per annum.

(v) Boiler Attendant's Certificate – \$52 per annum.

SERVICE ALLOWANCE

7. After 12 months' continuous and satisfactory service with the Employer, there shall be paid an allowance of \$104 per annum additional. After 24 months' continuous and satisfactory service there shall be paid an allowance of \$208 per annum additional.

OVERTIME

8. (a) All work performed in excess of the rostered hours of duty shall be paid for at the rate of time and one-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 rostered hours of duty shall be paid for at half-rate extra for Saturday afternoons and at rate extra for Sundays and Holidays.

(c) For the purpose of calculation under subclauses (a) and (b) above, the minimum hourly rates of pay shall be as prescribed in Clause 5 of this Agreement.

(d) When a member is called back to duty after having completed his shift and left his place of employment, he shall receive a minimum payment of two 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 day's work a member 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 83c per meal, provided that such member cannot reasonably get home for a meal and return in the time usually allowed for a meal.

(f) If required by the Employer to work his rostered days off, a member shall be paid for the first such day at the rate applicable to Saturday work, and for the second and subsequent days on the same occasion, at the rate applicable to Sunday work.

TERMINATION OF EMPLOYMENT

9. One month's notice of termination of employment shall be given by either side, except in the case of gross misconduct.

HOLIDAYS

10. (a) Every member covered by this Agreement shall be entitled in each year to leave of absence on full pay for a continuous period of three weeks. After three years' continuous and satisfactory service every member covered by this Agreement shall be entitled in each year to leave of absence on full pay for a continuous period of four weeks.

(b) The holidays shall be deemed to be accruing through each year of service, so that after six months' continuous service a member who is discharged for any cause (other than misconduct), or who leaves of his own accord, shall be paid at ordinary rates for such proportion of his holidays 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, shall take into account the wishes of the member concerned.

(d) Should a member 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 duty for each day, to be given at a convenient time, as mutually agreed on. Further, should any of the above Holidays occur on any one of a member'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 member under this clause, the period of annual holiday shall be deemed to be increased by one day in respect of the Holiday as aforesaid.

LONG-SERVICE LEAVE

11. Four weeks' long-service leave on full pay shall be granted to members covered by this Agreement on completion of twenty years' continuous and satisfactory service.

ACCOMMODATION

12. The Employer shall provide suitable accommodation for members, including all conveniences, and a room to enable them to partake of meals in reasonable comfort; also suitable lockers in which clothes may be hung.

CLOTHING

13. (a) All members 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 member, 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 amendments.

SETTLEMENT OF DISPUTES

14. 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 on any matter, whether referred to in this Agreement or not, affecting members covered by this Agreement, the point in dispute shall be referred in the first instance to the Plant Manager 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

15. Preference of employment shall at all times be given to members of the Institute.

CARRYING OUT OF AGREEMENT

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

TERM OF AGREEMENT

17. This Agreement shall be deemed to have come into operation on the first day of June, 1971, with the exceptions as prescribed in Clause 5, with the further exception that Clause 8 (e) shall operate from the date of signing of this Agreement, and the Agreement shall continue in force until the thirty-first day of March 1973.

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

P. M. Molony, 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 of Wellington pursuant to Section 8 (i) of the said Act, on the 5 day of May 1972.)

**SALARY FORMULA FOR INDUSTRIAL AGREEMENT BETWEEN THE NATURAL
GAS CORPORATION OF NEW ZEALAND AND WELLINGTON BRANCH OF THE
NEW ZEALAND INSTITUTE OF MARINE AND POWER ENGINEERS (INC.)**

Based on 49 week 5-man rotating rosters.

	Pay Hours
(1) Ordinary Pay – 49 weeks x 5 shifts x 5 men x 8 hrs.	9800
(2) Saturday Pay – 49 weeks x 3 shifts x 3 hrs. x ½ R extra	220.5
49 weeks x 3 shifts x 5 hrs. x 1 R extra	735
(3) Sunday Pay – 49 weeks x 3 shifts x 8 hrs. x 1 R extra	1176
(4) Statutory Holidays – 10 days x 3 shifts x 8 hrs. x 1 R extra	240
(5) Shift Allowance (½ hr. ord. R per shift) – 49 weeks x 21 shifts x ½ hr.	514.5
(6) Total Hours – 49 weeks 5 men	12686
(7) Total Hours – 49 weeks one man	2537.2
(8) Total Hours – 1 week 1 man	51.8
(9) Annual Holidays – 3 weeks at average earnings subject to maximum of ordinary pay plus 30%: 3 weeks at 51.8 hrs.	155.4
(10) Total Hours Per Annum – (7) + (9)	2692.6