

## AUCKLAND GAS COMPANY LIMITED SHIFT ENGINEERS – AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT 1913

This agreement made in pursuance of the Labour Disputes Investigation Act 1913 this twenty-fifth day of January 1972 between Auckland Gas Company Limited (hereinafter referred to as “the employer” or the one part and the New Zealand Institute of Marine and Power Engineers (hereinafter referred to as “the institute”) of the other part whereby it is mutually agreed to and between the employer and the institute as follows:

1. That the terms, conditions, stipulations and provisions contained and set out in the Schedule hereto shall be binding upon the institute and its members and upon the employer and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The institute and its members and the employer shall respectively do, observe and perform every matter and thing by this agreement required to be done, observed and performed and shall not do anything in contravention of this agreement but shall in all respects abide by and perform the same.

### SCHEDULE

#### BRANCH OF WORK COVERED

1. (a) The agreement shall apply to shift engineers.

(b) The provisions of this agreement shall not apply to any shift engineer employed for a temporary or probationary period not exceeding one month in each case.

(c) No person shall be employed as a shift engineer unless he has served an apprenticeship of not less than five years as a mechanical fitter and holds a minimum certification as Marine Engineer Third Class issued or recognised by the New Zealand Government and such further certificate or qualification as may be required by the Boilers, Lifts and Cranes Act 1950.

(d) All shift engineers employed as such at the time of this agreement coming into operation, who are not qualified as laid down in Clause 1 (c) of this agreement, will be deemed to be so qualified for the period of their present employment under this agreement.

#### DUTIES

2. (a) The duties of shift engineers shall be to operate the Hydrocarbon Reforming Plant, CO<sub>2</sub> extraction plant, Distribution machinery and all auxilliary and ancillary equipment, and to accept responsibility for the safe operation of the foregoing plant and equipment and Gas characteristics and distribution in accordance with Company requirements. The Beaumont and adjacent complex shall come under the shift engineer's care outside normal working hours, but not to the extent that where there are only two men on duty in the works that either is required to be completely out of contact with the other or perform the duties of a caretaker or watchman.

(b) Outside normal working hours the shift engineers shall effect such emergency repairs as are reasonably necessary for the safety of operational requirements of the machinery but so as not to interfere with his normal shift duties and shall not include routine maintenance.

(c) Where a shift engineer can be released from normal duties without disrupting the normal shift roster, the provisions of this agreement shall not restrict such shift engineer from undertaking assignments as may be mutually agreed between the shift engineer and the employer and shall not be work that is not in keeping with the engineering status of the employee.

### HOURS OF WORK

3. (a) Shift engineers employed under this agreement shall work an average of 40 hours a week calculated on a four weekly period as laid down by roster. The average of 40 hours work a week shall be determined by working 20 days during each 4 weekly period and having eight days off.

(b) Work shall be done in 3 rotating shifts, viz:

Morning Shift: 11 p.m. to 8 a.m.

Day Shift: 8 a.m. to 4 p.m.

Afternoon Shift: 4 p.m. to 11 p.m.

(c) No alteration shall be made to the roster without full agreement between shift engineers and the employer.

### SALARIES

4. (a) Each shift engineer shall be paid a salary at the rate of five thousand, two hundred and fifty-two dollars (\$5,252) per annum which shall be deemed to include full payment for all shift allowance and work done on Saturdays, Sundays and recognised statutory holidays and such other payments as are prescribed by sections 19 (4), 28 and 29 of the Factories Act 1946 and its amendments.

(b) (i) Shifts worked in excess of those defined in Clause 3 above shall be paid for at the rate of time and a half for the first three hours and double thereafter.

(ii) Where a shift engineer is required to work beyond a normal eight hour shift, rate and a half shall be paid for the first three hours and double rate thereafter. Payment shall be calculated on the basis of 1/52 of the annual salary as being an ordinary week's pay.

(c) If, when on shiftwork, after having completed his normal day's work, an engineer is required to continue working for more than two consecutive hours overtime, the employer shall provide a suitable meal.

### ANNUAL HOLIDAYS

5. (a) Shift engineers covered by this agreement shall be entitled to an annual holiday of 15 consecutive working days and additionally one day in lieu of each recognised statutory holiday. Shift engineers who have completed five years' continuous service shall be granted one week's additional annual leave.

(b) Holidays shall be taken at a time to be mutually agreed upon between the shift engineer and the employer.

(c) The following days are deemed to be statutory holidays: Christmas Day, Boxing Day, New Years Day, 2nd January, Anniversary Day, Good Friday, Easter Monday, Queen's Birthday, Anzac Day and Labour Day.

(d) Special Holidays for Long Service:

(a) An engineer shall be entitled to special holidays as follows:

(i) One special holiday of two weeks after the completion of 20 years and before the completion of 30 years of continuous employment with the same employer.

(ii) One special holiday of three weeks after the completion of 30 years and before the completion of 40 years of continuous employment with the same employer.

(iii) One special holiday of five weeks after the completion of 40 years continuous service with the same employer.

(b) Should an engineer have completed 30 years of continuous service with the same employer prior to the date of this award he shall not be entitled to the special holiday provided in paragraph (i) of subclause (a) of this clause. Should a worker have completed 40 years of continuous service with the same employer prior to the date of this agreement he shall not be entitled to the special holiday provided in paragraph (i) or (ii) of subclause (a) of this clause.

- (c) All such special holidays provided for in subclause (a) of this clause shall be an ordinary pay as defined by the Annual Holidays Act, 1944, and may be taken in one or more periods
- (d) If an engineer having become entitled to a special holiday leaves his employment before such holiday has been taken, he shall be paid in lieu thereof.

#### CLOTHING

6. Every shift engineer covered by this agreement shall be supplied on request, with two suits of overalls and two dust coats to be replaced when worn out and to be laundered at the employer's expense.

#### ACCOMMODATION

7. (a) The employer shall provide suitable accommodation for the shift engineers, including all conveniences, and a room to enable them to partake of their meals in reasonable comfort and suitable lockers in which clothes may be hung.

(b) When a shift engineer is required to start or finish work at times when no public transport or the engineer's usual means of transport is not available due to mechanical breakdown or other unforeseeable extenuating circumstances, he shall be conveyed to and from his home at the employer's expense. In the event of an engineer knowing in advance that his transport is not available, he may make a prior agreement with the employer to provide transport.

#### TERMINATION OF EMPLOYMENT

8. The employer may summarily dismiss a shift engineer for misconduct but otherwise the employment of a shift engineer shall be only terminable by one month's written notice on either side, provided that a shift engineer and the employer may mutually define in writing such other period for termination as may be agreed to cover such contingencies as redundancy but such period shall not be less than three times the foregoing term of notice.

#### SICK LEAVE

9. The present staff sick leave shall continue in full effect.

#### DISPUTES

10. In the event of a dispute arising upon any matter, whether referred to in this agreement or not, affecting a shift engineer covered by this agreement, the point of dispute shall be referred to two representatives of the employer and two representatives of the institute for settlement. Should these representatives fail to agree, the matter shall be referred to an independent arbitrator to be mutually agreed upon by the said representatives, or failing agreement, to be nominated by the Conciliation Commissioner in Auckland. The decision of the arbitrator shall be final and binding.

#### PREFERENCE

11. If the employer shall hereinafter engage any engineer coming within the scope of this agreement who shall not be a member of the institute within seven days after his engagement and remain such a member, the employer shall dismiss such a worker from his service if requested to do so by the institute provided there is a member of the institute equally qualified to perform the particular work required to be done and ready and willing to under take the same.

TERM

12. This agreement shall be deemed to come into force on the first day of October 1971 and shall continue to be in force until the 30th day of September 1972.

Signed on behalf of Auckland Gas Company Limited:

A. Veart, General Manager.

Witness – J. McDowell, Company Secretary, 30 Corinth Street, Auckland 5.

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

J. O'Reilly, President.

C. S. Harnett, Secretary.

Witness – C. M. Sweetman, Typist-Clerk, 20 Velma Road, Auckland.

(This agreement, made under the Labour Disputes Investigation Act 1913, was filed with the Clerk of Awards at Auckland pursuant to section 8 (1) of the said Act, on the 29th day of May 1972).