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**New Plymouth City Council Water Treatment
Plant Operators—Collective Agreement
(Voluntary)**

Dated 11/12/74

NOTE: See clause 23 herein for the date on which rates of wages come into force

UNDER THE INDUSTRIAL RELATIONS ACT 1973

REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the New Plymouth City Council Water Treatment Plant Operators Dispute of Interest, between the Northern and Taranaki Labourers, General Workers and Related Trades Industrial Union of Workers, and New Plymouth City Council.

The Industrial Commission, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Commission pursuant to the provisions of section 65 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the schedule hereto and orders:

1. That the said terms, conditions, and provisions shall be binding on the parties hereto; and

2. That the said parties shall respectively do, observe, and perform every matter and thing by this collective agreement required to be done, observed, and performed, and shall not do anything in contravention of this collective agreement but shall in all respects abide by and perform it.

In witness of the registration of this collective agreement the seal of the Industrial Commission has hereto been affixed and the President of the Commission has hereunto set his hand, this 11th day of December 1974.

(L.S.)

G. O. Whatnall, President.

Form 5

Section 65

Regulation 9

UNDER THE INDUSTRIAL RELATIONS ACT 1973

SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

In the matter of the Industrial Relations Act 1973 and in the matter of the New Plymouth City Council Water Treatment Plant Operators, Dispute of Interest 1974 between the Northern and Taranaki Labourers, General Workers and Related Trades Industrial Union of Workers and the Mayor, Councillors and Citizens of the City of New Plymouth.

To the Registrar of the Industrial Commission

We hereby submit to you a signed copy of the terms of voluntary settlement of the above-mentioned dispute of interest arrived at by parties pursuant to Section 65 of the Industrial Relations Act 1973, for registration by the Industrial Commission as a collective Agreement.

Dated at New Plymouth this 31st day of October 1974.

Signed for and on behalf of the Mayor, Councillors and Citizens of the City of New Plymouth:

D. V. Sutherland, Mayor.

W. J. Connor, Town Clerk.

Signed for and on behalf of the Northern and Taranaki Labourers, General Workers and Related Trades Industrial Union of Workers:

W. J. Skinner, Secretary.

Witness – D. A. Milner.

NEW PLYMOUTH CITY COUNCIL WATER TREATMENT PLANT OPERATORS – COLLECTIVE AGREEMENT

This Collective Agreement made in pursuance of the Industrial Relations Act 1973, this 31st day of October 1974, between the Mayor, Councillors and Citizens of the City of New Plymouth, a Corporation constituted under the Municipal Corporations Act 1954, and hereinafter referred to as "the Corporation" and joining in these presents as the employer of the one part and the Northern and Taranaki Labourers, General Workers and Related Trades Industrial Union of Workers, an industrial union registered under the Industrial Conciliation and Arbitration Act 1954, and hereinafter referred to as "the Industrial Union" (the registered office of which Union is situated at "Union House", Corner West and Galatos Streets, Newton, Auckland) of the other part, witnesseth that it is hereby mutually agreed and declared between and by the Corporation and the Industrial Union that the terms and conditions hereinafter set forth shall apply to all the Water Treatment Plant Operators employed by the Corporation, excepting the Superintendent who may have to take a shift from time to time and who is not included in this agreement.

INTERPRETATION

1. "Water Treatment Plant Operators' work" shall mean and include the operation of equipment at the Water Treatment Plant, keeping of records as required, cleaning and effecting repairs as may from time to time be necessary, or generally performing any duties in connection with the operation of the Water Treatment Plant as they may be called upon to do.

RATES OF PAY

2. (a) The rates of pay for water treatment plant operators with trade operators with trade qualifications shall be:

For the first nine months of service: \$89.68 per week

After the first nine months of service: \$91.56 per week

Rates of pay for operators without trade qualifications shall be \$2 per week less than the rates set out above, provided that after 4 years of satisfactory service the wage shall be equal to qualified operators.

(b) The rate of pay for other employees not engaged specifically for or on water treatment plant operators work shall be \$68.98 per week.

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

(d) Single ordinary rates extra shall be paid for ordinary time worked on Sunday. Double ordinary rate extra shall be paid for ordinary time worked on statutory holidays prescribed in subclause (c) of this clause. Half ordinary rate extra shall be paid for ordinary time worked on Saturday.

(e) When a worker works on a shift which is broken for more than one hour or has any part of the shift outside the hours of 6 a.m. to 6 p.m. he shall be paid \$1 extra.

(f) Reasonable time and instruction shall be allowed to operators to familiarise themselves with the plant before they are required to take charge of the operating of any plant.

(g) The employer may make a rateable deduction from the weekly wages prescribed for any time lost by the worker through sickness, accident, default, or by request of the worker.

(h) A worker shall be paid an amount equal to one-fifth of the wage prescribed in subclause (a) of this clause, when a statutory holiday or a day in substitution

therefore falls on Monday to Friday of any week and coincides with the worker's day off: Provided that time so paid for shall not be counted as time worked when computing overtime.

(i) In the event of a holiday, other than New Zealand Day and Anzac Day, named in this clause, falling on a Saturday or a Sunday, such holiday shall be observed on the next succeeding working day or days.

INTENTION OF PARTIES

3. It is the desire of the parties to this agreement that the rates of pay and conditions of work be kept relative to those applying to switch-board operators at the New Plymouth City Council Electricity Department's Power Station, as the nature of shift work and skill required is comparable.

To achieve this it is mutually agreed that this agreement may be varied to keep in line with conditions applying to such switch-board operators from time to time.

(NOTE: This intention is recorded in the resolution of the New Plymouth City Council dated 19 July 1971.)

SPECIAL PAYMENT FOR REGISTRATION

4. In addition to the wage rates prescribed in subclause (a) of Clause 2 of this agreement for Plant Operators, a plant operator registered as an electrician, and who has paid the appropriate fee and received his registration, shall be paid \$2.05 per week extra. This payment takes into account the qualifications, responsibilities, obligations, restrictions and penalties imposed by the Electricians Act 1952, and its amendments with particular reference to:

Section 10 – Restrictions on Registration

Section 11 – Qualifications for Registration

Section 14 – Mode of Registration

Section 17 – Cancellation of Registration

Section 20 – Persons who may do electrical wiring work

Section 24 – Inspection of electrical wiring work

Section 27 – Suspension or removal of name from register where work is defective

Section 30 – Board of Appeal

Section 31 – Offences – Work dangerous to life

Section 32 – Offences – False or fraudulent representations to Board

Section 37 – Regulations

HOURS OF WORK

5. (a) Five shifts of eight hours shall constitute an ordinary week's work.

(b) The time of commencing shifts shall be decided by mutual arrangement and shall be fixed having regard to both the convenience of the operators and the running of the undertaking.

(c) Shifts shall revolve as may be arranged.

(d) Plant operators shall have the privilege of changing shifts one with another, provided that the sanction of the Superintendent is obtained and such change does not involve the payment of overtime.

(e) Notwithstanding anything contained in the foregoing subclauses of this clause, quick shifts may be worked where necessary for roster changes provided an eight-hour break is allowed.

OVERTIME

6. Time and a half shall be paid on week days for the first three hours and double time thereafter. Double time rates shall be paid on Saturdays after noon and on Sundays and statutory holidays for all time worked over and above the usual shifts. Overtime payments shall be calculated on the wages prescribed in subclause (a) of Clause 2 of this agreement.

ANNUAL HOLIDAYS

7. (a) Except as otherwise provided, every worker shall be at the end of each year of his employment by any employer become entitled to an annual holiday of three weeks paid on the basis of the worker's average weekly taxable earnings, provided that the holiday pay does not exceed the worker's ordinary pay plus 30 percent and provided further that in no case shall the holiday pay be less than the worker's ordinary pay at the taking of the holiday. For the purpose of calculating a worker's average weekly taxable earnings for the year the employer may fix a close-off date other than the anniversary date of the worker's commencement of employment.

(b) For the purposes of this clause lump sum special payments shall be excluded from the computation of average weekly taxable earnings, and ordinary pay shall be as defined in the Annual Holidays Act 1944.

(c) Where a holiday is taken in more than one period the amount payable under this clause shall be divided proportionately. Where a holiday is allowed wholly or partly in advance of the date fixed by the employer as provided in subclause (a) of this clause, it shall be sufficient compliance with this clause for payment to be assessed on the percentage formula prescribed in subclause (d) of this clause subject to final adjustment and payment of any remainder after that date provided that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday.

(d) Where the employment of any worker is terminated at the end of a period of employment which is less than one year, the employer shall forthwith pay to the worker, in addition to all other amounts due to him, an amount equal to 6 percent of his gross taxable earnings but not exceeding 7.8 percent of his gross ordinary pay for that period of employment.

(e) If a statutory holiday falls within a worker's annual leave period, another day shall be added to such period without deduction from the weekly wages.

SICK LEAVE

8. After one year's continuous service with the same employer, and on production of a medical certificate, a worker shall be entitled to ten working days' sick leave without deduction of pay. For each additional year of service ten working days' sick leave shall accrue with a maximum accumulation of 150 working days. Provided, however, that when the employer deems it necessary he may request the worker to produce a medical certificate from a medical practitioner nominated by the employer.

An employer shall have the right to deduct the number of days on sick leave already taken by the worker from the total number the worker is entitled to by calculation in order to determine the number of days due to him in the event of his falling sick.

PAY DAY

9. (a) All wages earned by the workers up to and including Tuesday of each week shall be paid on the following Thursday during working hours. Provided that where the present practice is to pay wages at longer intervals, such practice may continue.

(b) When a holiday falls upon the usual pay day, workers shall be paid on the preceding working day.

(c) Workers shall be supplied in writing with full details of the manner in which their wages have been calculated.

GENERAL PROVISIONS

11. The following general provisions shall apply to employees governed by this agreement:

(a) While on the employer's business, employees shall be paid all fares and out-of-pocket expenses and for all time occupied in travel.

- (b) In the event of death of an immediate member of the family the employer shall grant to the employee up to three days bereavement leave at ordinary rates of pay. For the purpose of this subclause "immediate member of the family" means parent of either side, husband or wife or child of the employee.
- (c) Where an employee is called up for or appointed to carry out jury service, the employer shall make up the employees earnings to the ordinary rates of pay specified under subclause 2 (a) hereof for the time so served in such service.
- (d) The Council shall provide up to two overalls, two dust coats and one pair of safety shoes per annum. The Council shall pay for the laundering of the overalls and dust coats as and when this is required but in any event at intervals of not more than one of each per week.

TERMINATION OF EMPLOYMENT

12. Not less than one month's notice shall be given on either side of the intention to terminate a worker's engagement, provided that at the time of engagement a longer period of notice may be agreed upon; but this shall not prevent an employer from summarily dismissing a worker for serious misconduct.

MONITORING OF ALARMS

13. All houses on the station are connected to the alarm system. When the station is not being manned the alarms must be monitored by one of the operators or the Superintendent. This would entail one of the personnel being on the station at all times. It is in consideration for this that those operators living on station have houses at modest rental. (These houses are covered by a separate tenancy agreement.)

LONG SERVICE BONUS

14. A service bonus calculated at the rate of \$14.42 for each completed year of service with the same employer shall be paid to a worker on completion of the third and subsequent years of continuous service with that employer. Provided that in no case shall the service bonus exceed \$216.30 per annum: Provided, further, that this provision shall not apply when the employer has in operation or brings into operation a scheme for rewarding long service whether on a weekly or annual basis which is not less favourable to the workers than the foregoing provisions. The employer may arrange with the worker to pay the service bonus at a time other than on the completion of the year of service.

ACCIDENTS

15. Where operators are employed a suitable first aid kit shall be maintained in a convenient place. Provision shall also be made for a plentiful supply of hot water in such place at short notice.

MATTERS NOT PROVIDED FOR

16. 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 hereby provided that if any dispute or difference shall arise between the parties bound by this agreement, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this agreement, such dispute or difference shall be referred to a committee composed of one representative of the employer and one representative of the Union, together with if required by either party, an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliator for the

district: Provided that all disputes shall be considered by the committee within one month of the date of notification to the unions concerned of such dispute. 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.

RIGHT OF ENTRY

17. The secretary or other authorised officer of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

NOTIFICATION

18. (a) The employer shall, on request of the secretary or branch secretary of the union, at not shorter intervals than six months, supply the names of all employees at such time employed within the scope of this agreement.

(b) The employer shall, by arrangement with the union, deduct union subscriptions from worker's wages.

DISPUTES

19. (a) The procedure set out in the succeeding provisions of this Clause shall apply to a dispute of rights between the parties bound by this instrument, or any of them, including a dispute on –

(i) The interpretation of this instrument; or

(ii) By matter (not being personal grievance within the meaning of Section 117 of the Industrial Relations Act 1973) related to matters dealt with in this instrument and not specifically and clearly disposed of by the terms of this instrument.

(b) Either the Workers' Union or the employer or employers who are parties to any such dispute may invoke the procedure.

(c) The Union and the employer or employers who are parties to any such dispute shall refer the dispute to a committee consisting of an equal number of representatives appointed respectively by the Union and the employer or employers concerned, together with a Chairman who shall be –

(i) Mutually agreed upon by the parties; or

(ii) If there is no such agreement, either a conciliator or a person appointed by him.

(d) A decision reached by a majority of the Committee shall be the decision of the Committee; but if the members of the Committee (other than the Chairman) are equally divided in opinion, the Chairman may either –

(i) Make a decision, which shall then be the decision of the Committee; or

(ii) Refer the dispute forthwith to the Industrial Court for settlement.

(e) Subject to the right of appeal conferred by subclause (f) of this Clause, the decision of the Committee shall be binding on the parties to the dispute.

(f) Any party may appeal to the Industrial Court against a decision of the Committee, or any part of that decision. The appellant shall –

(i) Within 14 days after the date on which the decision of the Committee has been made known to him, give to every other party written notice of his intention to appeal; and

(ii) Within 7 days after the date on which that notice has been given, lodge with the Registrar of the Industrial Court a written notice of appeal; and

(iii) Specify in each such notice the decision or the part of the decision to which the appeal relates.

(g) The essence of this Clause being that, pending the settlement of the dispute, the work of the employer shall not on any account be impeded, but shall at all times proceed as if no dispute had arisen, it is hereby provided that –

- (i) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute;
- (ii) While the provisions of this Clause are being observed, no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.

PERSONAL GRIEVANCES

20. (a) (i) Any worker who considers that he has grounds for a personal grievance shall have the right to submit his grievance in accordance with this procedure;

(ii) As soon as practicable after a personal grievance arises, the worker shall submit the grievance to his immediate supervisor, affording him an opportunity to remedy the cause of the grievance, the intent being that it is desirable, if the circumstances permit it, to settle the grievance rapidly and as near as possible to the point of origin;

(iii) Where any such attempt at settlement has failed, or where the grievance is of such a nature that a direct discussion between the worker and his immediate supervisor would be inappropriate, the worker shall notify the Branch Secretary or Secretary or a duly authorised representative of his Union, who, if he considers that there is some substance in the personal grievance, shall forthwith take the matter up with the employer or his representative;

(iv) If the matter is not disposed of in discussion with the employer or his representative, the grievance shall be reduced to writing in a statement setting out all the facts relied on. The statement shall establish the nature of the worker's grievance, and of the issues, for all subsequent consideration of the case;

(v) The written statement shall be referred to a grievance Committee consisting of an equal number of representatives (not exceeding 3) nominated respectively by the Union and employer, with or without a Chairman as the parties may decide;

(vi) The employer shall have the right to be assisted or represented before the grievance Committee by an employers' organisation;

(vii) If the matter is not settled by the grievance Committee it shall be referred to the Industrial Court;

(viii) The reference to the Court may be made by the employer or his representative, or by the worker's Union or its representative, or by both;

(ix) The Court, after inquiring fully into the matter and considering all representations made by or on behalf of the parties may make a decision or Award by way of a final settlement which shall be binding on the parties;

(x) It shall be the duty of every party to the Award to promote the settlement of personal grievances under the procedures hereinbefore provided and to abstain from any action that might impede the effective functioning of the procedures.

(b) For the purpose of ensuring that the work of the employer shall not be impeded but shall at all times proceed as if no dispute relating to the personal grievance had arisen –

(i) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute;

(ii) While the provisions of the procedure for the settlement of the personal grievance are being observed, no such employer shall by reason of the dispute, dismiss any worker directly involved in the dispute.

(c) Any statements made or information given in the course of any proceedings before a grievance Committee or the Court in respect of an alleged unjustifiable dismissal shall be absolutely privileged.

(d) In the case of an alleged unjustifiable dismissal, any final settlement, decision, or Award made under this section may, if it includes a finding that the worker was unjustifiably dismissed, provide for any one or more of the following:

- (i) The reimbursement to him of a sum equal to the whole or any part of the wages lost by him;
- (ii) His reinstatement in his former position or in a position not less advantageous to him;
- (iii) The payment to him of compensation by his employer.

UNQUALIFIED PREFERENCE

21. (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 purposes of this Clause "adult person" means any person of the age of 18 years or upwards, or any person of any age who for the time being is in receipt of not less than the minimum rate of wages payable to a person of the age of 18 years or upwards.

22. This agreement shall apply to the parties herein.

TERM OF AGREEMENT

23. This agreement shall be deemed to have come into force on the 1st day of July 1974, and shall continue in force until the 30th day of June 1975.

MEMORANDUM TO COMMISSION

24. Over the years, custom and practice has been that the employer and the Union party to this Agreement have agreed that the settlement of this Agreement should reflect the settlement of the North Island Switchboard Operators Award and therefore both the employer and the Union seek the consent of the Commission to include an additional weeks holiday for shift workers in this Agreement should the Commission agree to such entitlement to be included in the recently settled North Island Switchboard Operators Award.

Sealed with the Common Seal of the Mayor, Councillors and Citizens of the City of New Plymouth and signed by His Worship the Mayor and Town Clerk on behalf of and by direction of the said Council:

D. V. Sutherland, Mayor.

W. J. Connor, Town Clerk.

Signed for and on behalf of the Northern and Taranaki Labourers, General Workers and Related Trades Industrial Union of Workers:

W. J. Skinner, Secretary.

Witness – D. A. Milner.

MEMORANDUM

The Commission in registering this document observes that clause 16 is superfluous having regard to the inclusion of the statutory code in clause 19.

In clauses 3 and 24 relativity is sought in certain respects with determinations covering North Island Switchboard Operators. To the extent that Regulation 12 of the Wage Adjustment Regulations 1974 could be contravened by the application of clauses 3 and 24, the Commission must express reservations. Should a serious anomaly arise the parties would be entitled to use Regulation 7.

(L.S.)

G. O. Whatnall, President.