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**Shift Supervisors, Shift Engineers, and
Assistants' (N.Z. Natural Gas Corporation) —
Voluntary Agreement**

Dated 28/5/76

NOTE: See clause 16 herein for the date on which rates of wages come into force

NATURAL GAS CORPORATION OF NEW ZEALAND

SHIFT SUPERVISORS, SHIFT ENGINEERS, AND ASSISTANTS'

AGREEMENT, INDUSTRIAL RELATIONS ACT 1973, SECTION 141

This Agreement, made in pursuance of the Industrial Relations Act 1973, Section 141, this twenty seventh day of November 1975, 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:

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.

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 3rd Class Steam Engineer's Certificate issued by the New Zealand Government, or equivalent. Shift Engineers shall possess a minimum qualification of Second Class Engine driver's Certificate (New Regs) and have the necessary experience and ability to take over the position of Acting Shift Supervisor.

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

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 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 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 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 meet the exigencies of the plant by rosters mutually

arranged between Shift Supervisors and the employer. Except in an emergency, a member shall not be transferred from one shift to another without at least two weeks' notification to the member concerned.

SALARIES

5. (a) The minimum salaries for members within the scope of this Agreement, being inclusive of payments under Sections 19 (4), 28 and 20 of the Factories Act 1946 and amendments, shall be as follows:

Shift Supervisors – Salary based on an hourly rate of \$3.108

Shift Engineers – Salary based on an hourly rate of \$2.773

Assistant Shift Engineers – Salary based on an hourly rate of \$2.636

(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.

(d) In the event of a member performing duties higher than his normal duties he shall be paid the salary rate for the higher paid duty.

(e) In addition to the salaries as prescribed in subclause (a) hereof, there shall be payable to members after 12 months' continuous and satisfactory service with the employer, a seniority allowance of \$123 p.a. After 3 years continuous and satisfactory service there shall be paid a seniority allowance of \$246 p.a. and after 5 years continuous and satisfactory service there shall be paid a seniority allowance of \$369 per annum. Provided, however that no member in receipt of a service allowance at the date of this Agreement becoming effective shall have the same reduced as the result of the foregoing.

CERTIFICATES 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: – \$409 p.a.
- (ii) 3rd Class Steam Engineer's Certificate, or (new) 1st Class Enginedriver's Certificate: – \$358.75 p.a.
- (iii) 1st Class (old) Enginedriver's Certificate: – \$205 p.a.
- (iv) 2nd Class (new) Enginedriver's Certificate, or 2nd Class Coastal Motor Engineer's Certificate: – \$133.25 p.a.
- (v) Boiler Attendant's Certificate – \$71.75 p.a.

OVERTIME

7. (a) All work in excess of rostered hours shall be paid for at Saturday rates (half-rate extra for the first three hours and rate extra thereafter), or on Sunday rates (rate extra) as follows:

(i) After and attached to a normal rostered shift, Saturday rates will apply, except for a Sunday or statutory holiday, when Sunday rate will apply.

(ii) Before and attached to a normal shift roster Sunday rate will apply.

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

(c) 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 three hours at the appropriate overtime rate, and shall be reimbursed for the reasonable cost of travel incurred for the call-back.

(d) If a member is required to continue working after completion of his normal hours of work the employer shall either provide a suitable meal or pay a meal allowance of \$1.90 after the first two hours, and thereafter after every four hours,

provided that a member cannot reach his home, have a meal, and return in the usual time allowed. If a member is recalled within two hours after completion of his normal hours of work without having had the opportunity of having his normal meal, he shall be paid a meal allowance of \$1.90 and further meal allowance of \$1.90 each for every further period of four hours during the extended work period. Where a member incurs a surcharge for a meal procured after normal hours, the employer shall refund it.

(e) If a member is required to work on Saturday or weekday rostered off, one such day shall be paid at half rate extra for the first three hours and rate extra thereafter. All other such days in the pay period shall be paid for at rate extra. Members shall accept the responsibility to so work if called upon, and the employer shall endeavour to notify the member by giving at least two weeks' advance notice, except in emergencies when a shorter period of notice shall be appropriate.

(f) If a member is called out and required to cover a shift and is given less than four hours' notice, Sunday rate will apply to all time thus worked.

(g) There shall be a minimum period of 10 hours between any two periods of duty without loss of any ordinary or normal rostered time that may occur during this period, unless due to adverse circumstances where the employer requires a lesser period than 10 hours to be taken. Under such circumstances, ordinary time extra shall be paid for all hours worked in the 10 hour period after completion of the first period of duty.

TERMINATION OF EMPLOYMENT

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

HOLIDAYS

9. (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 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 be take into account the wishes of the member concerned.

(d) Should a member be required to do shift work on any day observed as one 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, Anniversary Day or New Zealand Day, he shall be granted an extra day off at a time as mutually agreed upon. Any members working on days not being observed as one of the aforementioned holidays, shall not be entitled to an extra day off or receive additional payment. Further, should any of the days observed as 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 as mutually agreed upon. Every member shall be allowed to accrue a maximum of 10 days at any time and lieu days in excess of 10 shall be paid when due.

(e) Where any holiday provided above occurs during the period of any annual holiday allowed or deemed to be 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 aforesaid.

LONG-SERVICE LEAVE

10. Four week's 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

11. 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

12. (a) All members shall be supplied with a personal issue of three suits of overalls on commencement of employment, and ample clothing and equipment for protection against chemicals, inclement weather, and noise, all such to be replaced when necessitated by fair wear and tear. One pair of industrial boots or shoes is to be supplied to each member, to be replaced when necessitated by fair wear and tear. Any issue of gumboots shall be personal.

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

SETTLEMENT OF DISPUTES

13. 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 Production 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 members. 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

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

CARRYING OUT OF AGREEMENT

15. 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

16. This Agreement shall be deemed to have come into operation on the 1st day of October 1975 and shall continue in force until the 30th day of September 1976.

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

Witness: G. Watson.

D. J. Munro, Secretary.

Signed on behalf of the Natural Gas Corporation of New Zealand:

R. M. O'Callahan, General Manager.

Witness: R. Stevens.

This document is filed by the Registrar pursuant to section 141 of the Industrial Relations Act 1973 this 28th day of May 1976.

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 (INCORPORATED)

(Based on 48-week 5-man rotating rosters)		Pay Hours
1. Ordinary Pay.		
48 weeks × 5 shifts × 5 men × 8 hours	. . .	9,600
2. Saturday Pay		
48 weeks × 3 shifts × 3 hours × ½ rate extra	. . .	216
48 weeks × 3 shifts × 5 hours × 1 rate extra	. . .	720
3. Sunday Pay		
48 weeks × 3 shifts × 8 hours × 1 rate extra	. . .	1,152
4. Statutory Holidays		
11 days × 3 shifts × 8 hours × 1 rate extra	. . .	264
5. Shift Allowance (¾ hour ordinary rate per shift)		
48 weeks × 21 shifts × ¾ hour	. . .	756
6. Total Hours — 48 weeks 5 men	. . .	12,708
7. Total Hours — 48 weeks 1 man	. . .	2,541.6
8. Total Hours — 1 week 1 man	. . .	52.95
9. Annual Holidays — 4 weeks at 51.9 hours	. . .	211.8
10. Total Hours Per Annum	. . .	2,753.4
((7) + (9))		

Shift Supervisors: @ \$3.108 = \$8557.567

Shift Engineers: @ \$2.773 = \$7635.178

Asst. Shift Engineers: @ \$2.636 = \$7257.962