

Please post in a Conspicuous Place accessible to Workers

**Tauranga City Council Water
Purification and Waste Water
Treatment Operators and Plant
Operators — Collective Agreement
(Voluntary)**

Dated 6/8/79

NOTE: See clause 10 herein for the date on which rates of wages come into force

Form 6

Under the Industrial Relations Act 1973
REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the Tauranga City Council Water Purification and Waste Water Treatment Operators and Plant Attendants dispute of interest between Tauranga City Council and New Zealand Labourers General Workers and Related Trades Industrial Union of Workers.

The Arbitration Court, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Court 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 form of submission or notification attached 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 Arbitration Court has hereto been affixed and a Judge of the Court has hereunto set his hand, this 6th day of August 1979.

(L.S.)

J. R. P. Horn, Judge.

Form 5

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 Tauranga City Council Water Purification and Waste Water Treatment Operators and Plant Attendants Collective Agreement between Tauranga City Council and New Zealand Labourers General Workers and Related Trades Industrial Union of Workers (Northern Branch).

To the Registrar, Arbitration Court of New Zealand.

We hereby submit to you a signed copy of the terms of voluntary settlement of the above-mentioned Dispute of Interest arrived at by the parties pursuant to Section 65 of the Industrial Relations Act 1973, for registration by the Arbitration Court of New Zealand as a Collective Agreement.

Dated at Auckland this 17th day of July, 1979.

Signed for and on behalf of Tauranga City Council:

C. G. Marchant.

Signed for and on behalf of New Zealand Labourers General Workers and Related Trades Industrial Union of Workers (Northern Branch):

L. Smith.

TAURANGA CITY COUNCIL WATER PURIFICATION AND WASTE
WATER TREATMENT OPERATORS AND PLANT ATTENDANTS

COLLECTIVE AGREEMENT (VOLUNTARY)

Industry to which Agreement applies

1. This Agreement shall apply to Plant Operators and Plant Attendants as defined herein who are members of the NZ Labourers, General Workers and Related Trades Industrial Union of Workers, and who are employed by the Tauranga City Council to operate and attend its Grade V Water Purification and Waste Treatment stations.

HOURS OF WORK

Part I — Rostered Dayworkers

2. (a) The hours of work shall be forty (40) hours per week, eight hours per day, to be worked between the hours of 7.30 a.m. and 5.00 p.m. on any five of the seven days from Sunday to Saturday inclusive: Provided that for all time worked on Saturday as part of the ordinary hours of work, payment shall be made at not less than time-and-a-half for the first three hours and double-time rates thereafter, and for all work performed on Sunday as part of the ordinary hours of work payment shall be made at not less than double-time. All work performed after 12.00 noon on any Saturday shall be paid at double-time rates.

(b) Rosters shall be arranged in accordance with Roster in Appendix 'B' of this Agreement. For the purpose of this Agreement a week shall be defined as the seven days between midnight Saturday and midnight of the following Saturday.

(c) Any worker who is called back to work on his rostered day off, shall be paid at overtime rates and inclusive of all meal breaks. The first rostered day off so worked shall be paid as if that day was a Saturday. The second or third rostered day off so worked shall be paid as if that day was a Sunday.

PART II — SHIFT WORKERS

3. (a) For the purpose of this part of the Agreement "Shift Work" shall be defined as work which is carried out by two or more successive relays of workers, each relay performing substantially the same duties as the outgoing shift. Work shall not be deemed to be shift work unless shifts are worked on four or more consecutive working days.

(b) Shifts may be worked as required by the employer. The ordinary hours of work shall not exceed five (5) shifts of eight hours duration, inclusive of one thirty-minute meal break and two ten-minute tea breaks, to be worked within the period midnight Saturday and midnight on the following Saturday.

(c) There shall be no broken shifts, and where practicable, shifts shall rotate weekly.

(d) Any time worked in excess of eight hours inclusive of a meal break on any ordinary shift within the period midnight Saturday and midnight on the following Saturday shall be deemed to be overtime and shall be paid for at the rate of time-and-a-half for the first three hours and double-time thereafter.

(e) Any time worked on a Saturday shall be paid for at the rate of time-and-a-half for the first three hours and double-time thereafter: Provided that, any time worked after 12.00 noon shall be paid for at the rate of double-time.

(f) Any time worked on a Sunday or on any of the holidays specified in subclause (a) of Clause 8 of N.Z. Local Bodies' Labourers Agreement dated 23 April, 1979 shall be paid for at the rate of double-time.

(g) Any worker employed on Shift Work shall be paid \$2.00 per shift.

(h) Any worker required to continue working on into overtime for more than one hour after the normal hour of completion of the shift, or on a Saturday, Sunday or public holiday, shall be provided with a suitable meal or paid meal money at the rate of \$2.25 per meal.

(i) In the case of rotating shifts, a roster in conformity with the foregoing provisions shall be prepared by the employer, showing in the case of each worker the shifts to be worked. Such roster shall cover a minimum period of one month and shall be displayed on a notice board accessible to the workers, one week before it is to come into force. Refer Appendix 'A'. The roster shall not be varied, except:

(i) As far as may be necessary to fill the place of an absent worker, or

(ii) By arrangement with Union's representative, or

(iii) As may be necessary in the case of a major breakdown.

(j) The shift allowance as provided for in subclause (g) hereof shall be paid to the worker whilst on annual holiday, calculated at the rate of five shift payments for each week of holiday entitlement.

(k) Such shift allowance shall also be paid to the worker during the observance of any public holidays specified in subclause (a) of Clause 8 of the NZ Local Bodies' Labourers Agreement dated 23 April 1979.

(l) When a shift worker continues working overtime to fill a vacancy in the oncoming shift, he or she shall be entitled to a paid meal break of thirty minutes duration before the commencement of such overtime and he or she shall then be entitled to a further paid meal break at the same time as the normal shift meal break occurs. In addition, he or she shall also be entitled to be paid two meal monies.

(m) For the purpose of this Agreement, subclause (b) shall be defined as shifts may be worked on any five of the seven days of the week within the period midnight Saturday and midnight on the following Saturday, as per Clause 2(c) of the NZ Local Bodies' Labourers Agreement dated 23 April, 1979.

(n) Any shift worker who is called back to work on his rostered day off shall be paid at overtime rates and inclusive of all meal breaks. The first rostered day off shall be paid as if that day was a Saturday. The second or third rostered day off shall be paid as if that day was a Sunday.

ANNUAL HOLIDAYS

4. Workers employed as rostered Day Workers or as Shift Workers shall be entitled to one extra week's holiday per annum in addition to any entitlement under Clause 9 of the NZ (with exceptions) Local Bodies Gardeners, Labourers and General Workers' Award dated 23 April, 1979.

DEFINITIONS OF WORKERS

5. (a) Plant Operator — A Plant Operator is a manual worker who is required to work either shifts or rostered daywork in accordance with Clause 3 of this Agreement and who is skilled in the maintenance and operation of the Tauranga City Council Wastewater Purification System Plants (Grade V). He shall be capable of keeping daily records and of controlling or directing the work of a Plant Attendant and shall hold a 'C' grade Operators Certificate.

Such a worker shall be required to attend and maintain the plant or pumping stations during an emergency or breakdown, outside the normal hours of work.

(b) Relief Operator — A rostered day worker or shift worker who is a manual worker capable of performing all the duties of a Plant Operator as defined in (a) but who does not hold a 'C' Grade Operators Certificate.

(c) Trainee Operator — A manual worker so designated by the Council and who has experience as a Plant Attendant and who is training and undergoing study to obtain a 'C' grade Operators Certificate.

(d) Plant Attendant — A rostered day worker or shift worker who is a manual worker who assists in the maintenance and cleaning of the Council's waste water/water treatment plant and pumping stations under the direction of the Plant Operator. He shall also assist in doing mechanical work (other than that normally performed by Tradesmen) and any other duties that may be required.

He shall be capable of relieving the Plant Operator or relief operator for short periods.

WAGES

6. The rates of wages shall be:	Hourly	Weekly
(a) Plant Operator.....	\$3.7245	\$148.98
(b) Relief Operator/Trainee	\$3.5535	\$142.14
(c) Plant Attendant	\$3.3413	\$133.65

MATTERS NOT PROVIDED FOR

7. All matters not specifically provided for in this Agreement shall operate as set out in the New Zealand (with exceptions) Local Bodies' Gardeners, Labourers and General Workers' Award dated 23 April, 1979. The rates provided for in this Agreement will not be altered during its currency, except for the application of General Wage Order and/or Cost of Living Orders which shall be applied according to their tenor.

INTENT OF THE AGREEMENT

8. This Agreement will apply only to rostered day workers and shift workers employed by the Tauranga City Council to operate and maintain its Grade V Water Purification and Waste Water Treatment System.

EXCLUSION OF COST OF LIVING ORDERS

9. The General Wage Order of the Court of Arbitration dated 3 July 1978 and all previous General Wage Orders, Cost of Living Orders and Cost of Living Allowances, have been incorporated into the rates and payments set out in this Agreement, and shall not be added to the payments shown.

TERM OF AGREEMENT

10. This Agreement insofar as the rates of wages to be paid are concerned, shall come into force on the 3rd day of March, 1979 and so far as other matters are concerned shall come into force on the 23rd day of April, 1979. This Agreement will continue in force until the 2nd day of March, 1980.

Signed for and on behalf of the Tauranga City Council:

C. G. Marchant.

Signed for and on behalf of: The New Zealand Labourers General Workers and Related Trades Industrial Union of Workers (Northern Branch):

L. Smith.

ORAPI WASTE WATER TREATMENT PLANT SHIFT ROSTER

APPENDIX A

	Sun	Mon	<u>First Week</u>					Sat	Sun	Mon	<u>Second Week</u>					Sat	Sun	Mon	<u>Third Week</u>					Fri
			Tue	Wed	Thu	Fri	Sun				Mon	Tue	Wed	Thu	Fri				Sat	Sun	Mon	Tue	Wed	
5.00 am 1.00 pm		2	1	1	1	1			1	3	3	3	3			3	2	2	2	2				
8.00 am 4.00 pm	1		2	2	2		3	3		1	1	1		2	2		3	3	3		1			
1.00 pm 9.00 pm		3	3	3	3	2			2	2	2	2	1			1	1	1	1	3				

SEWAGE TREATMENT PLANT ROSTER

APPENDIX B

	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa						
Operator A			X	X	X	X	X			X	X	X	X			X	X	X	X	X	X			X	X	X	X			X	X	X									
Operator B																																									
Operator C																																									
Operator D	X	X	X	X	X			X	X	X	X	X	X	X	X	X			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X							