

NEW ZEALAND **GASWORKS** (UNDER 12,000,000 CUB. FT. OUTPUT)
EMPLOYEES.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 17th day of December, 1937, between the New Zealand Gasworks and Related Trades Employees' Industrial Union of Workers (hereinafter referred to as "the union") of the one part, and

Cambridge Borough Council,
 Carterton Borough Council,
 Dargaville Borough Council,
 Eltham Borough Council,
 Feilding Gas Company,
 Foxton Borough Council,
 Greytown Borough Council,
 Hokitika Gas Company,
 Levin Borough Council,
 Marton Borough Council,
 Pahiatua Gas Company,
 Port Chalmers Borough Council,
 Rangiora Borough Council,
 Sumner Borough Council,
 Temuka Gas Company,
 Waihi Borough Council,
 Waimate Gas Company,
 Waipawa Borough Council,
 Woodville Borough Council

(hereinafter referred to as "the employers") of the other part, whereby it is mutually agreed by and between the parties hereto as follows, that is to say—

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 in 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, but shall in all respects abide by and perform the same.

SCHEDULE.

Hours of Work.

1. (a) The hours of work shall be forty per week, except in the case of workers engaged in retort-house work.

(b) The working-hours, except in the case of retort-house workers, shall be between 8 a.m. and 5 p.m. on each of the days of the week from Monday to Friday inclusive: Provided that no worker shall be required to work at ordinary rates more than eight hours on any of the above days.

Wages.

2. The minimum wage for service layers and main layers and tradesmen shall be £5 10s. per week.

Holidays and Overtime.

3. (a) With the exception of retort-house workers, all time worked in excess of the hours mentioned in clause 1 hereof shall be considered overtime and shall be paid for at the rate of time and a half for the first two hours and thereafter at double-time rates.

(b) With the exception of retort-house workers, every worker coming within the scope of this agreement shall be entitled to a whole holiday on every Christmas Day, Boxing Day, New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and one other day for any purpose whatsoever mutually arranged by the parties to the agreement, of which due notification has been given to the union.

(c) Workers other than retort-house workers who are required to work on any holiday mentioned in subclause (b) of this clause or on a Saturday or a Sunday shall, in addition to the ordinary weekly wage, be paid at double-time rates. Workers other than retort-house workers coming within the scope of this agreement shall receive a holiday of one week on full pay after the completion of each twelve months' service.

Dirty Work.

4. Workers required to work in wet conditions or places where they are standing in water $1\frac{1}{2}$ in. deep shall, while so employed, receive in addition to their ordinary wages 2s. per day or part of a day so worked.

No worker shall receive any deduction in wages through wet weather.

Tools.

5. The employer shall provide each worker with tools he may require and, if necessary, a tool-bag.

Tools lost through the worker's neglect shall be replaced at the worker's expense.

Retort-house Workers.

6. (a) For the purpose of this agreement a retort-house worker is a worker engaged in the retort-house as a stoker or part-time stoker.

(b) The ordinary hours of work shall be forty-four per week, distributed over five and one-half days, Monday to twelve noon on Saturday.

(c) *Wages.*—The minimum wage for all retort-house workers shall be £5 5s. 8d. per week of forty-four hours.

(d) *Holidays and Overtime.*—(i) Each retort-house worker required to work on any of the statutory holidays herein mentioned in clause 3, subclause (b) hereof, shall receive in addition to his weekly wage payment at the rate of not less than 2s. 5d. per hour for every hour so worked.

(ii) Each retort-house worker shall receive a holiday of two weeks on full pay of £6 per week after the completion of each twelve months' service.

(iii) Each retort-house worker who is required to work additional time to that prescribed in clause 6 (b) hereof shall receive payment at the rate of 3s. 7d. per hour, and in no case shall he receive less than one hour's pay for any such work.

(e) Where it is necessary to replace a retort-house worker who is absent from work either on annual holiday or through sickness or through any other cause over which he has no control, the wages of the worker taking his place shall be at the rates provided herein, with an additional 4s. per day for the first two days of any such work.

(f) In the case of the smaller gasworks where the work in the retort-house does not occupy the stoker full time, he is expected to perform a reasonable amount of yard-work: Provided, however, that the rate specified herein for stokers shall apply to all work performed.

Officers.

7. Any person holding the office of Manager or Acting-Manager and who is responsible for the working of the undertaking shall be excluded from the terms of this agreement.

Termination of Employment.

8. One week's notice shall be given on either side of the intention to terminate the employment of the worker. On the termination of his employment every worker, provided he shall have delivered to the employer all property in his possession belonging to the employer, shall be paid the sum due to him for wages.

Employment of Union Workers.

9. It shall be unlawful for any employer bound hereby to employ or to continue to employ any worker herein provided for who is not a financial member of the union. The secretary of the union shall have the right to enter upon at all reasonable times the premises of any of the employers to interview any workers, but not so as to interfere unreasonably with the employer's business.

The employers, at intervals of not less than one month, shall on demand supply to the secretary of the union a list of names and addresses of workers coming within the scope of this agreement taken into the employers' service the previous month and still employed.

Disputes Committee.

10. Any dispute or difference that may arise between the parties bound hereby or any of them as to any matter whatever arising out of or connected therewith, and not specifically dealt with in this agreement, every such dispute or difference as the same shall arise, shall be referred to a committee to be composed of three representatives of the union and three representatives of the employers for their decision. The decision of the majority of the committee shall be binding, and if no decision is arrived at either party may appeal to the Court of Arbitration upon giving written notice of such appeal to the other party within fourteen days after the failure of the Disputes Committee to arrive at a decision, or the Disputes Committee may itself refer the matter to the Court of Arbitration for decision.

Term of Agreement.

11. This agreement in so far as it relates to wages shall be deemed to have come into operation on the 1st day of December, 1937, and so far as other conditions of this agreement are concerned it shall come into force on the day of the date hereof, and this agreement shall continue in force until the 13th day of November, 1938.

In witness whereof the parties hereto have executed these presents the day and year first before written.

On behalf of the employers party hereto—

W. MACPHERSON, Agent.

On behalf of the New Zealand Gasworks and Related Trades Employers' Industrial Union of Workers—

JAS. ROBERTS, Agent.