

**DUNEDIN CITY CORPORATION GASWORKS EMPLOYEES.—
INDUSTRIAL AGREEMENT**

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 25th day of June, 1945, between the Dunedin City Corporation and the Otago and Southland Gasworks and Related Trades' Employees' Industrial Union of Workers.

WHEREAS by the Economic Stabilization Emergency Regulations 1942, it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 26th day of June, 1945, between the Dunedin City Corporation, of the one part, and the Otago and Southland Gasworks and Related Trades' Employees' Industrial Union of Workers, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 12th day of July, 1945.

[L.S.]

A. TYNDALL, Judge.

**DUNEDIN CITY CORPORATION GASWORKS EMPLOYEES.—INDUSTRIAL
AGREEMENT**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 25th day of June, 1945, between the Dunedin City Corporation (hereinafter called "the employer"), of the one part, and the Otago and Southland Gasworks and Related Trades' Employees' Industrial Union of Workers (hereinafter called "the union"), of the other part, witnesseth that it is hereby mutually agreed between the union and the employer as follows:—

SCHEDULE

Scope and Application of Agreement

1. This agreement shall apply only to employees of the Dunedin City Council's gas department.

Hours of Work

2. (a) The hours of work shall not exceed forty per week, and, with the exception of shift-workers, shall be worked between 7.30 a.m. and 5 p.m. from Monday to Friday continuously. All work performed outside of these hours shall be classed as overtime: Provided no worker shall be required to work more than eight hours at ordinary rates on any one day.

(b) One complaint-man shall be allowed to work on Saturday morning at ordinary rates, provided his forty-hour week is not exceeded.

(c) The hours of work for retort-house workers and other shift-workers employed shall be as follows: a week's work shall consist of five shifts of eight hours each shift. Workers shall change shifts every week or fortnight, as may be mutually arranged, so that the day-work shall be divided equally between the workers. In case of emergency, such as breakdown of plant, yardmen may work shifts at other than the hours specified, provided that workers while so employed shall be paid at the same rates as stokers.

Wages

3. The minimum rate of wages to be paid to the under-mentioned classes of worker shall be as follows:—

	Per Hour.	
	s.	d.
Machine-men, stokers, operators, water-gas operators	2	10½
Leading stoker or operator	3	2
Yardmen	2	5½
Main and service layers' assistants	2	5½
Telpher driver (day-shift worker) who also does greasing	2	9
Cleaner	2	5½
Bricklayer	3	0
Service-layers	2	7½
Main-layer	2	9
Complaint-men	2	7
Storemen	2	7½
Assistant storemen	2	5½
Tar-plant operators	2	9
Laboratory assistants	2	9
Coal-men (day-shift workers)	2	8½
Rope and wire splicers when so employed	2	9

On and from the 1st day of April, 1945, the minimum hourly rates of wages specified in this clause shall be increased by 3½d. per hour.

*General Orders under Rates of Wages Emergency Regulations
1940*

4. The two general orders made under the Rates of Wages Emergency Regulations 1940, and dated 9th August, 1940, and 31st March, 1942, respectively, shall be deemed to be incorporated in this agreement and shall have effect according to their tenor.

Dirty Work

5. (a) Workers employed in emptying and refilling oxide in purifier boxes shall receive 3d. per hour in addition to their ordinary rate of pay.

(b) Workers employed cleaning out tar or distillate tanks shall receive 3d. per hour in addition to their ordinary rate of pay. Any worker required to work inside tar or distillate tanks shall be paid 3s. 6d. per hour whilst so employed.

(c) Day-worker on tar pump and sales shall receive 1½d. per hour above yardmen's rates and shall be provided annually with overalls.

(d) Workers employed filling retorts with coke, patching retorts, cleaning retort-bench flues, cleaning tar mains, seal pot, governor and waste-heat boilers in retort house, attending to fires in coal hoppers, assisting to clean fires in emergency cleaning washers and scrubbers, and cleaning out main water well and main drains shall receive 3d. per hour in addition to their ordinary rate of pay. Workers who have to enter collecting mains in the vertical retort house for cleaning purposes and whilst the bench is lit shall be paid time and a half rates whilst so employed during the ordinary hours as set down in clause 2 (a). If the work is done outside ordinary working-hours, then one and a half times the applicable rate shall be paid.

(e) Yardmen employed unloading trucks by hand or employed in coal-tipping pit, or spreading coal in vertical retort bunkers, shall be paid the same rate as coal-men.

(f) Yardmen employed at painting shall be paid in accordance with the terms of the New Zealand Painters' award. Yardmen employed in inspecting and greasing gasholders shall be paid 3d. per hour in addition to their ordinary rate of pay.

(g) When workers are required to enter flues or back-end smoke-boxes for the purpose of cleaning them, or to chip and/or clean the interior of boilers while such boilers are laid off for inspection or overhaul, they shall be paid 2s. extra each day or part of day whilst so employed.

(h) The man operating the lethal chamber shall receive 5s. per week in addition to his ordinary wage.

(i) Yardmen employed forking and loading coke and working coke-breaker shall receive 2d. per hour extra above yardmen's rates.

(j) The leading hand engaged in forking and loading coke shall receive 3½d. per hour extra above yardmen's rates.

(k) Workers employed in dismantling and cleaning out ammonia concentration plant shall receive 3d. per hour in addition to their ordinary rate of pay:

Provided that not more than the highest rate payable under any one of the foregoing subclauses shall be payable on any one day.

Wet Weather

6. (a) Where it is essential that work shall be carried on in wet weather, waterproof coats shall be provided by the department. On very wet days as much work as possible shall be found under cover.

(b) Where workers are employed in wet places they shall be paid 9d. per day additional to ordinary rates whilst working in such wet places. A wet place in this clause shall mean a place where a worker has to stand in not less than 2 in. of water or where water other than rain is dripping on him.

Water-gas Operations

7. When necessary to work the water-gas plant in two four-hourly shifts per day, the operator whilst so employed shall receive 2s. 6d. per day above stokers' rates. When the water-gas operator is working eight-hour shifts without a break, he shall receive 1s. above stoker's rates.

Holidays and Overtime

8. (a) All time worked in excess of the hours mentioned in clause 2 hereof shall be considered overtime, and shall be paid for at the rate of time and a half for the first three hours and thereafter at double time rates.

(b) With the exception of those otherwise provided for, 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, Good Friday, Easter Monday, Anzac Day, Labour Day, Sovereign's Birthday, 2nd January, and Anniversary Day, and no deduction shall be made from the weekly wage of any worker in respect of any such holiday.

(c) Workers, other than shift-workers, who are required to work on any holiday mentioned in clause 8, subclause (b), or on a Sunday shall be paid double time rates. Double time rates shall mean the ordinary rate for the time worked in addition to the ordinary day's pay.

(d) Workers, other than shift-workers, shall be granted ten days' annual leave after twelve months' service. Leave shall be granted at Christmas time, as far as is practicable, but for those employees required to work during the Christmas period, leave shall be granted at a time mutually arranged between the worker and the management.

9. (a) Any worker who having completed a day's work and left the job and/or who in ordinary circumstances would not be on duty and who is called upon in the case of an emergency to resume duty shall be paid for a minimum of two hours at overtime rates.

(b) Any worker who has been employed for not less than three months and who is discharged or leaves of his own accord shall be entitled to receive payment *pro rata* at full rates for any period in respect of which no such holiday has been granted.

All employees going on holiday shall receive their holiday pay in advance up to the end of the current holiday period.

Shift-workers' Holidays and Overtime

10. (a) Shift-workers who have been employed for twelve months shall receive fifteen days' holiday on full pay for each period of twelve months' service. The time for taking these holidays shall be according to a roster mutually arranged. This clause shall apply only to those employees who work on a seven-day per week roster. It shall not apply to any workers who get their statutory holidays the same as yardmen.

(b) Any shift-worker who has been employed for three months and over, upon his discharge or on leaving of his own accord, or being transferred to other work than shift-work, shall be entitled to holiday pay *pro rata* at full rates for any period in respect of which no such holidays have been granted.

(c) Any casual part-time or day-shift worker who has worked on shift shall be entitled to one day's holiday on full pay for each month for which he has so worked, provided that he does not exceed the maximum number of holidays provided for permanent shift-workers.

(d) Permanent relieving shift-workers shall receive fifteen days' annual holiday on full pay, same as permanent shift-workers. Any permanent relieving shift-worker who is transferred to other work shall be entitled to holiday pay *pro rata* to the time he has been employed as a permanent relieving shift-worker.

(e) Except for the purpose of changing shifts, all time worked in excess of the hours prescribed in clause 2 shall be paid for at the rate of time and a half for the first three hours and thereafter at double time rates.

Travelling-allowance: Suburban Work

11. (a) Suburban work shall be deemed to mean work not coming within the definition of "country work" which has to be done at any place more than a mile and a half by the nearest road used by foot-passengers from the chief post-office or principal post-office of the city, town, or borough in which the employer's place of business is situated.

(b) In the case of suburban work, each worker shall be at the place where the work is to be done at the time for the commencement of the work. Where tram or bus services are available, the employer shall pay the worker's tram or bus fare to and from the place of employment. The place of employment shall be either the gasworks or the General Post-office, whichever is nearer to the worker's residence.

If the job is situated more than half a mile by the nearest route from the tram or bus route, the employer shall pay walking-time at the rate of three miles per hour for the excess distance beyond half a mile. If there is no tram or bus service, the employer shall pay the worker at the rate of three miles per hour walking-time in excess of a mile and a half from the chief post-office. Alternatively to the payment of tram or bus fares or walking-time, the employer (at his option) may provide means of transport to and from the job once each way, the conveyance to start from and return to the chief post-office or other place agreed upon between the employer and the union.

(c) Any worker who resides within a mile and a half by a road used by foot-passengers of a place where the work is to be done shall not be entitled to any allowance under sub-clause (b) herein.

(d) Any worker whose regular and usual place of work is in or at a permanent location situated more than a mile and a half from the chief post-office shall not receive any allowance for travelling to and from such usual place of work.

(e) Any worker required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting such traffic, shall be paid for the time occupied in travelling to or from his home, computed on three miles per hour, at ordinary rates of pay. If a conveyance is provided for the worker by his employer, he shall not be entitled to payment for travelling time. For the purpose of this agreement public wheeled traffic shall mean trams, buses, trains, or ferries ordinarily used by workers travelling to and from their work.

Tools

12. (a) The employer shall provide each worker with such tools as he may require and, if necessary, a bag, for which the worker shall give a receipt if requested. Tools lost through the worker's neglect shall be replaced at the worker's expense.

(b) Any worker who uses his bicycle in the employer's business and at the employer's request shall be paid 2s. 6d. per week for maintenance whilst the bicycle is so employed.

Distribution of Overtime

13. There shall be an equal distribution of overtime amongst the employees, as far as possible.

General Conditions

14. (a) Any worker, other than a shift-worker, employed in filling a casual vacancy caused through sickness or default of the above-mentioned workers shall receive 2s. 6d. for the first shift in addition to the wages prescribed in clause 3 for shift-workers.

(b) Any casual or part-time shift-worker who has worked in excess of forty hours in any one week shall be entitled to payment for overtime at the rate applicable to the class of work in which the overtime was worked.

(c) Any worker other than a whole-time shift-worker when employed relieving shall receive the same rate of wages as the men they relieve would have received for that work.

15. (a) Workers when employed on the top of vertical retorts shall be provided with suitable greenhide leather boots or clogs. This shall also apply to other workers in the retort-house.

(b) Except where otherwise provided for in this agreement, there shall be no broken shifts, the shifts to be continuous.

(c) The employer shall supply at each works sufficient and efficient tools and equipment, including respirators and first-aid outfits to be kept in a convenient and accessible place.

(d) Men engaged in laying and cutting live mains shall be supplied with efficient respirators, which shall form part of the equipment.

(e) All gasworks buildings where men are required to perform work shall be adequately ventilated so as to protect the health and ensure the safety of the worker.

(f) Where work is injurious to the hands, workers so employed shall be supplied with gloves.

(g) A suitable heating appliance shall be provided at the works for employees requiring to heat their food.

(h) During the time that any plant may be closed down temporarily, workers usually employed on that plant shall be found employment in other departments.

(i) An interval of ten minutes shall be allowed each morning for morning tea, but no coke or tar customer shall be kept waiting or any urgent repair job held up through the operation of this clause.

(j) Any worker required to work in any compartment or confined space where the heat exceeds 110 degrees F. shall be paid 3d. per hour in addition to their ordinary rate of pay. This clause shall not apply where extra rates are already provided in this agreement for specific classes of work.

Meal-money

16. The employer shall allow meal-money at the rate of 2s. per meal when workers are called upon to work overtime, upon the expiration of one hour after the usual stopping time, provided such workers cannot reasonably get home to their meals in one hour.

Termination of Employment

17. On the termination of his employment every worker, provided that 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. Any worker on leaving or being discharged from his or her employment shall, on request, be given in twenty-four hours a reference in writing stating the position held and length of service.

Payment of Wages

18. All wages shall be paid during working-hours.

Accommodation of Workers

19. The employers bound by this agreement shall provide and maintain at their works, to the satisfaction of the Inspector of Factories, sanitary arrangements and accommodation to enable workers to take their meals and change their clothing, and also to provide lockers for the safe keeping of the workers' clothing, and make adequate provision for hot and cold shower-baths.

Where reasonably necessary, the employers shall provide sanitary conveniences for the accommodation for the reasonable comfort of outside workers.

Workers to be Members of Union

20. (a) Subject to the provision of section 18 (5) of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement.

(b) For the purpose of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Right of Entry

21. The secretary of the union shall have the right to enter upon at all reasonable times the premises of the employer to interview any workers, but not so as to interfere unreasonably with the employer's business.

List of Workers

22. The employer, at intervals of not less than three months, shall, on request, supply the secretary of the union with a list of names and addresses of workers coming within the scope of this agreement taken into account the employer's service the previous three months and still employed.

Disputes Committee

23. Any dispute or difference that may arise between the parties bound hereby, or by 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 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, but when such representatives cannot agree, the matter in question shall be referred by either party to the Conciliation Commissioner for the district for a decision. When the Commissioner gives his decision on any matter so referred to

him, it shall be binding on the parties unless an appeal is lodged. Either party shall have the right to appeal to the Arbitration Court against any such decision by the Commissioner within fourteen days after it has been given.

Term of Agreement

This industrial agreement shall be deemed to have come into force on the 15th day of December, 1944, and shall continue in force until the 14th day of December, 1946.

In witness whereof the common seal of the Otago and Southland Gasworks and Related Trades' Employees' Industrial Union of Workers was hereunto affixed in the presence of—

[L.S.]

W. MITCHELL, President.

W. W. BATCHELOR, Secretary.

In witness whereof the common seal of the Corporation of the Mayor, the Councillors, and the Citizens of the City of Dunedin was hereunto affixed in the presence of—

[L.S.]

D. C. CAMERON, Mayor.

J. McCRAE, Councillor.
