

CARTERTON, ELTHAM, FEILDING, MARTON, PAHIATUA,
WAIPAWA, AND WOODVILLE **GASWORKS' EMPLOYEES.**—
INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement made on the 1st day of April, 1946, between the Wellington, Taranaki, Nelson, and Marlborough Gasworks and Related Trades' Employees' Industrial Union of Workers, and the Carterton Borough Council, the Eltham Borough Council, the Feilding Gas Company, the Marton Borough Council, the Pahiatua Gas Company, the Waipawa Borough Council, and the Woodville Borough Council.

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 1st day of April, 1946, between the Wellington, Taranaki, Nelson, and Marlborough Gasworks and Related Trades' Employees' Industrial Union of Workers, of the one part, and the Carterton Borough Council and others, 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 16th day of May, 1946.

[L.S.]

A. TYNDALL, Judge.

CARTERTON, ELTHAM, FEILDING, MARTON, PAHIATUA, WAIPAWA,
AND WOODVILLE GASWORKS' EMPLOYEES.—INDUSTRIAL
AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 1st day of April, 1946, between the Wellington, Taranaki,

Nelson, and Marlborough Gasworks and Related Trades' Employees' Industrial Union of Workers (hereinafter referred to as "the union"), of the one part, and

Carterton Borough Council
Eltham Borough Council
Feilding Gas Company
Marton Borough Council
Pahiatua 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 this schedule hereto shall be binding upon the parties, and they shall be deemed to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing 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 same.

SCHEDULE

Hours of Work

1. (a) The hours of work shall be forty per week.

(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 wages for service layers and main layers and tradesmen shall be 3s. 0½d. per hour.

Holidays and Overtime

3. (a) 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 three 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 to be mutually agreed upon.

(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 Sunday shall be paid at double time rates. Workers other than retort-house workers coming within the scope of this agreement shall receive a holiday of two weeks 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 1½ 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.

Employers shall find overalls and boots for same.

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 per week, distributed over five and one-half days, Mondays to twelve noon on Saturdays.

(c) Wages: The minimum wage for all retort-house workers shall be 2s. 9½d. per hour for forty hours.

(d) Holidays and Overtime: (1) Each retort-house worker required to work on any of the statutory holidays mentioned in clause 3, subclause (b) hereof, or on any Sunday, shall receive double time rates.

(2) Each retort-house worker shall receive holidays in accordance with the Annual Holidays Act.

(3) 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 time and a half for the first three hours, thereafter at double time rates, 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.

(g) Increase in Rates of Remuneration: All rates of remuneration, including time and piece wages and overtime and any other special payment, provided for in this agreement shall be increased to the extent and in the manner prescribed by the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively.

EXPLANATORY NOTE.—(1) The general order of the 9th August, 1940, increased rates of remuneration determined by awards and industrial agreements and apprenticeship orders by an amount equal to 5 per cent. thereof.

(2) (a) The general order of the 31st March, 1942, further increased rates of remuneration determined by awards and industrial agreements and apprenticeship orders (inclusive of the 5 per cent.

increase provided by the general order of the 9th August, 1940) by an amount equal to 5 per cent. thereof, but excluding from the increase such portion of the *remuneration* of each worker as exceeded—

- (i) The amount of £5 a week in the case of male workers twenty-one years of age and over;
- (ii) The amount of £2 10s. a week in the case of female workers twenty-one years of age and over;
- (iii) The amount of £1 10s. a week in the case of male and female workers under twenty-one years of age; and
- (iv) The amount of £1 10s. a week in the case of apprentices under apprenticeship orders.

(b) The increase in *rates of remuneration* provided by the order referred to in (a) hereof applied to the unexcluded portion of the *remuneration* of each worker, irrespective of his or her total weekly *remuneration*.

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 in wages, plus holiday pay.

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 the workers coming within the scope of this award taken into the employer's 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 with, 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 April, 1946, 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 31st day of March, 1947.

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

On behalf of the employers party hereto—

D. L. TAVERNER } Agents.
C. C. McDONALD }

On behalf of the Wellington, Taranaki, Nelson, and Marlborough Gasworks and Related Trades' Employees' Industrial Union of Workers—

A. DAVIDSON, President.
M. D. O'REILLY, Secretary.