

WANGANUI CITY COUNCIL GASWORKS' EMPLOYEES.—
AGREEMENT UNDER LABOUR DISPUTES INVESTIGATION
ACT, 1913

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 agreement made on the 18th day of May, 1948, between the Wanganui Branch of the Gasworks and Related Trades' Employees' Union and the Wanganui City Council.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no agreement made in pursuance of the Labour Disputes Investigation Act, 1913, shall come into force until it is filed under section 8 of the said Act:

And whereas it is provided, further, that no such 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 agreement made on the 18th day of May, 1948, between the Wanganui Branch of the Gasworks and Related Trades' Employees' Union, of the one part, and the Wanganui City Council, 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 agreement for the purposes of the said regulations.

Dated this 11th day of June, 1948.

[L.S.]

A. TYNDALL, Judge.

WANGANUI CITY COUNCIL GASWORKS' EMPLOYEES.—AGREEMENT
UNDER LABOUR DISPUTES INVESTIGATION ACT, 1913

THIS industrial agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 18th day of May, 1948, between the Wanganui Branch of the Gasworks and Related Trades' Employees' Union (hereinafter called "the union"), of the one part, and the Wanganui City Council (hereinafter called "the employers"), of the other part, whereby it is agreed:—

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 the same.

SCHEDULE

Industry to which applicable

1. The industry to which this agreement applies is the manufacture and distribution of gas and by-products.

Hours of Work

2. (a) *Yardmen, Drivers.*—The hours of work for yardmen and drivers shall not exceed forty per week, exclusive of overtime.

Such men shall be paid at least four hours at overtime rates if called out on Saturday mornings.

(b) *Complaints-men.*—The hours of work for complaints-men shall be worked between 8 a.m. and 5 p.m. on five days of the week and between the hours of 8 a.m. and 12 noon on Saturdays: Provided that no worker shall work more than eighty-four hours in each period of two weeks nor more than forty-four hours in any one week.

(c) *All other Workers.*—The hours of work for all other workers, including maintenance-men and shiftmen, shall be forty per week, exclusive of overtime.

(d) For forty-hour workers, other than shift-workers, the daily hours shall be between 7.30 a.m. and 5 p.m. on each of the days of the week from Monday to Friday, both days inclusive.

(e) *Shift-work.*—The ordinary hours for shift-workers shall be as follows: a week's work shall consist of five shifts not exceeding eight hours each. Workers shall change shifts, as may be mutually arranged, so that no worker shall average more than twenty shifts in the period of twenty-eight days.

Classification and Rates of Wages

3. The following shall be the minimum rates of wages:—

(1) Shift-workers engaged in the manufacture of gas—

(a) Continuous vertical retorts—

	Per Shift.
	£ s. d.
(i) Leading operator	1 9 8

Plus 2s. per shift extra.

(ii) Other operators and fire-cleaners employed regularly on shift work, and whose work shall be interchangeable	1 9 8
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(b) Engine-drivers shall be paid the rates provided in any award covering stationary and traction-engine drivers for the time being in force in the district concerned.

(2) *Day Workers.*—The following classes of workers shall be paid the rates prescribed in any award or industrial

agreement for the time being in force covering such workers, but if not covered, they shall be paid the rates hereinafter mentioned:—

- | | | Per Hour. | |
|-----|--|-----------|----|
| | | s. | d. |
| (a) | (i) Tinsmiths, sheet-metal workers, dry meter repairers where soldering has to be done to meters, main-laying gangers (in charge of not less than three men), retort setters and patchers, motor mechanics, electricians, black-smiths, loco-drivers | 3 | 7 |
| | (ii) Provided that any of such workers at present receiving a higher rate of pay shall not have their wages reduced. | | |
| (b) | Cast-iron-meter repairers where no soldering is required to meters, service layers, main layers, and jointers, head storeman, men employed chipping, cleaning, painting, and/or spraying steel and iron structures | 3 | 5½ |
| (c) | Loco firemen, blacksmiths' strikers, stove-meter and other shopmen reconditioning stoves, maintenance men, complaints men | 3 | 3½ |
| | Provided that any work defined as "plumbing work" in the New Zealand Plumbers and Gasfitters' award shall be paid for at the rate provided in the said award. | | |
| (d) | Showroom attendants, salesmen, and meter-readers | 3 | 3½ |
| (e) | Coal-workers | 3 | 2¾ |
| (f) | (i) By-product operators | 3 | 2¾ |
| | (ii) Operator tar-distilling plant on day-work | 3 | 3½ |
| | (iii) Other workers | 3 | 2¾ |
| (g) | Worker who is employed welding, 1s. 6d. per day or part of a day extra. | | |
| (h) | All other workers | 3 | 2¾ |
| (i) | Motor-drivers not covered by another award, and motor-drivers who are employed in connection with maintenance and servicing work, shall be paid the rates provided in the Motor and Horse Drivers' award for the time being in force. | | |
| (j) | Working foremen shall be paid not less than the rate specified in paragraph (a) of subsection (2) hereof. | | |

- (k) Fire-cleaners not regularly employed to clean fires each day or shift and yard hands or other workers are employed to perform this work, they shall be paid while fire-cleaning at the fire-cleaner's rate: Provided that a minimum of five hours shall be paid for on each day when casual fire-cleaners are called upon to perform this work.
- (l) Workers other than tradesmen employed on tradesmen's work shall be paid the tradesmen's rates specified in clause 3 (2) (a) hereof.
- (m) Workers required to fill an emergency vacancy in the retort-house shall be paid 2s. 9d. extra for the first shift, but this shall not apply to regular relieving workers.
- (n) The rates of remuneration prescribed in the agreement are not to be increased by the application of the provisions of the Court's general orders of 9th August, 1940, and 31st March, 1942.

Dirty Work

4. (a) *Purifiers*.—Yard workers engaged in emptying, easing or turning oxide in purifier-boxes or in grinding oxide shall be paid time and a half rates.

(b) Yard workers while engaged in refilling oxide into purifier-boxes shall be paid 3s. per day or part of a day in addition to their ordinary wages.

(c) Yard workers while engaged in cleaning out tar or distillate tanks or in removing crude naphthalene from tanks or wells shall be paid 3s. 4d. per day or part of a day in addition to their ordinary wages.

(d) Yard workers while employed filling retorts with coke, patching retorts, cleaning retort-bench flues, cleaning tarmains and governor in retort-houses, dismantling retorts, mouthpieces, and ascension pipes, assisting to clean flues in emergencies, dismantling and cleaning (except steaming or washing out) washers and scrubbers, cleaning ammonia-stills shall receive 3½d. per hour extra above yardmen's rates.

(e) Provided that not more than the highest rate payable under any one of the foregoing subclauses shall be payable on any one day—

- (i) Leading hand, coke-yard, shall be paid 2s. 2d. per day above the yardman's rate.
- (ii) Coke-workers shall be paid 1s. 1d. per day above the yardman's rate.
- (iii) Workers while engaged in spraying tar shall be paid 3d. per hour above the yardman's rate.

- (iv) A yard hand employed in handling tar shall be paid 1d. per hour above his ordinary rate of wages.

Wet Places, &c.

5. While a worker is required to work under conditions in excessively dusty places or in mud or water to such an extent that getting dusty, muddy or wet becomes unavoidable, he shall be paid 3½d. per hour above his ordinary rates of pay: Provided that this shall not apply to workers who, under any other provision of this award, are being paid an allowance for similar conditions, or when called upon to work in the rain are provided with waterproof hats, coats, and leggings, and they shall be responsible for same.

Hot Places

6. Workers while employed in any place where the temperature is 110 degrees or over shall be paid 3½d. per hour or part of an hour above their ordinary rate of pay.

Height Money

7. (a) Workers required to work from a bosun's chair or a swinging stage shall be paid 2s. 3d. per day in addition to their ordinary rates of wages.

(b) Where a worker is required to work at a height from the ground which is unusual to his employment and which is deemed to be dangerous the question of additional payment, if any, shall be dealt with in accordance with the provisions of clause 20 hereof, except in the case of tradesmen, who shall receive payment for height-money, if any, as may be prescribed by the relevant tradesmen's award.

Overtime

8. (a) All time worked outside of or 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 on a daily basis.

(b) Workers who are called upon to work on Sunday shall work and be paid a minimum of four hours, inclusive of travelling-time, at double time rates, except for complaints-men, who shall be paid a minimum of two hours.

(c) *Shift-workers: Saturday, Sunday, and Holiday Pay.*—Each shift-worker working on Sunday or on the holidays mentioned in clause 10 hereof, or between the hours

of 12 noon and midnight on Saturdays, shall be paid at the rate of double time for all time so worked, plus a day's pay for all work done on a statutory holiday. Shift-workers employed between the hours of midnight on Friday and noon on Saturday shall be paid at time and a half ordinary shift rate for all time so worked.

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

(e) There shall be an equal distribution of overtime among the employees, as far as practicable.

(f) 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 on which the overtime was worked.

Meal-money

9. The employers shall allow meal-money at the rate of 2s. per meal when day workers are called upon to work overtime after 6 p.m., unless such workers can reasonably get home for a meal and return in one hour or such time as may be agreed upon between the union and the employer.

Holidays

10. (a) Workers other than shift-workers, shall be allowed the following holidays without deduction from pay: New Year's Day, 2nd January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day: Provided that those who are required to work on any of the days mentioned shall be paid for such work at double time rates in addition to ordinary rates.

(b) When any of the above-mentioned holidays, except Anzac Day, falls on a non-working day, the next working day or days shall be observed in lieu thereof.

Annual Holidays

11. (a) Holidays shall be allowed in accordance with the provisions of the Annual Holidays Act, 1944.

(b) Any worker, other than a regular shift-worker, who works part-time as a shift-worker shall be granted annual leave on ordinary pay proportionate to the time he has worked on shift-work in each year: Provided that in no case shall his total leave in any year exceed two full weeks.

(c) In addition to the holidays specified in clause 10 hereof, shift-workers, after each completed twelve months of service, shall be allowed a holiday of sixteen working-days at their ordinary rate of pay. The holiday shall be given at a time mutually arranged between the worker and the management.

(d) Any shift-worker who has been employed for less than twelve months, but not less than three months, 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 his ordinary rate of pay.

(e) All workers going on holiday shall receive their holiday-pay, in advance up to the end of the current holiday period.

Employment of Youths and Females

12. (a) Youths may be employed in meter-repairing shops, stove-shops, maintenance department, stores, and show-rooms in the proportion of one youth to every four or fraction of the first four adults permanently employed: Provided that youths under nineteen years of age shall not be employed in the maintenance or complaints departments and shall be employed as assistants to adults at servicing work for the first year of their employment.

(b) Subject to the provisions of the Factories Act, 1946, and its amendments, the following shall be the minimum rates of wages payable to youths:—

	Per Week.		
	£	s.	d.
Sixteen to seventeen years of age—			
First six months	1	10	0
Second six months	1	15	6
Seventeen to eighteen years of age—			
First six months	2	1	0
Second six months	2	6	6
Eighteen to nineteen years of age—			
First six months	2	17	6
Second six months	3	3	0
Nineteen to twenty years of age—			
First six months	3	8	6
Second six months	3	14	0
Twenty to twenty-one years of age—			
First six months	4	7	0
Second six months	4	10	6
Thereafter, adult wages.			

(c) Where females are employed, the wages and conditions as at present may be continued in operation during the currency of this agreement.

General Conditions

13. (a) Workers employed working continuously for eight hours on a day-shift but who are not rotating shift-workers shall be paid at the same rate of wages as the shift-workers with whom they are working, and shall be entitled to the same privileges: Provided this shall not be construed to cover a learner in the retort-house for a period exceeding one week worked continuously.

(b) 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. 9d. for the first shift in addition to the wages prescribed in clause 3 hereof for shift-workers.

(c) *Payment of Wages.*—Except where mutually arranged all wages shall be paid not later than Thursday of each week during working-hours.

(d) *Pram Working.*—In the event of the coke-conveyor breaking down or being put out of action for repairs, machine-men and stokers shall be paid double rates for such time as they are employed at pram-working. Whilst pram-working, every endeavour shall be made by the workers to keep up the manufacture of gas, but they shall not be required to work continuously more than forty minutes to the hour.

(e) The employer shall supply on all parts of the works sufficient and efficient tools and equipment, including respirators and first-aid outfits, to be kept in a convenient and accessible place.

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

(g) 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 workers.

(h) A suitable heating-appliance shall be provided at the works for workers requiring to heat their food.

(i) Where coke from the retorts is required to be wheeled or trucked out, the floor of the retort-house shall be level and clear of obstruction and the barrows or trucks in good working-order.

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

(k) At all works each shift shall be a continuous eight hours.

(l) Service layers and assistants, maintenance men, and tar-workers shall be provided with overalls. Workers when employed on top of vertical retorts shall be supplied with suitable footwear.

(m) An interval of ten minutes shall be allowed to day-workers each morning and afternoon for refreshment.

Accommodation

14. (a) The employers bound by this award 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 provide lockers for the safe keeping of the worker's clothing, and make provision for hot and cold shower-baths. The present practice as to keeping accommodation shall continue, and all workers shall co-operate herein.

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

Tools

15. The employer shall provide each worker with such tools as he may require over and above his ordinary trade equipment. Tools lost shall be replaced at the worker's expense.

Travelling Allowance

16. (a) Workers shall be at the place where the work is to be performed at the time appointed for commencing work. When the place where the work is to be performed is over one and a half miles from the place of engagement, all fares shall be paid by the employer, and the time reasonably occupied in travelling to and from work shall be allowed by the employer at the ordinary time rates.

No worker residing less than one and a half miles from the place where the work is to be performed, by the nearest convenient mode of access for foot passengers, shall be entitled to the allowance mentioned in this subclause.

(b) Workers who use their own bicycles in the service of the employer shall be paid not less than the rate of 2s. 9d. per week for pedal-cycle and 11s. for motor-cycle.

(c) 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 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 award "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by workers travelling to and from their work. This shall not apply on Sundays when the trams and buses are not running.

Tradesmen, &c.

17. A tradesman required to work on tar machinery shall be provided with overalls while so engaged.

Sick Pay

18. Permanent or regular employees coming within the scope of this agreement and with not less than one year's service shall receive full pay for days lost through sickness: Provided that the total days so paid shall not exceed fifteen in any year, and provided, further, that such payment in respect of any one period of sickness shall not exceed five consecutive days. In all cases satisfactory evidence of incapacity through sickness must be provided before payment is made.

Termination of Employment

19. (a) Except in the case of casual workers, not less than one week's notice shall be given on either side of the intention to terminate the employment of any worker; but this shall not prevent an employer from dismissing a worker summarily for misconduct, and such worker shall be paid only the wages due to the time of his dismissal.

(b) On the termination of his employment every worker, provided he shall have delivered to the employers all property in his possession belonging to the employers, shall be paid the sum due to him for wages.

Disputes Committee: Matters not provided for

20. Any dispute in connection with any matter not provided for in this agreement shall be settled between the management and the secretary and the president of the union, and in default of any agreement being arrived at, such dispute shall be referred to a local disputes committee comprising

three persons on each side and presided over by a chairman agreed upon by both sides or, failing such agreement, appointed by a Conciliation Commissioner.

Under-rate Workers

21. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Workers to be Members of Union

22. (a) Subject to the provisions 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 purposes 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.)

Workers other than Adults

23. If and so long as the rules of the union permit any worker employed in any position or employment subject to this agreement who is under the age of eighteen years to become a member of the union without ballot or other election and upon payment of not more than half the payments provided by the rules of the union for adult workers, such worker shall become a member of the union, and if such worker neglects to become a member of the union within two weeks from the date of employment the employer shall, if requested so to do by the union, dismiss such worker, provided there is then a member of the union equally qualified and of similar status and ready and willing to perform the particular work required to be done.

Scope and Application of Agreement

24. (a) This agreement shall apply only to the parties named herein.

(b) This agreement shall apply to workers employed in the gas manufacturing and distributing industry by the employer party hereto, but shall not apply to any such worker who is employed substantially at work covered by any other existing award or industrial agreement and who is bound by such award or industrial agreement.

Term of Agreement

This industrial agreement shall come into force on the 1st day of April, 1948, and shall continue in force for a period of twelve months.

The common seal of the Mayor, Councillors, and Citizens of the City of Wanganui was hereto affixed by order of the Council by and in the present of—

[L.S.]

W. J. ROGERS, Mayor.
C. R. WHITE, Town Clerk.

Signed on behalf of the Wanganui Branch of the Gasworks and -Related Trades' Employees' Union—

C. A. SPRIGGENS, President.
HARRY H. NORRIS, Secretary.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Wellington pursuant to section 8 (1) of the said Act, on the 16th day of June, 1948.
