

**INVERCARGILL GASWORKS' EMPLOYEES—INDUSTRIAL  
AGREEMENT**

In the Court of Arbitration of New Zealand.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 5th day of April, 1949, between the Invercargill City Council 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 5th day of April, 1949, between the Invercargill City Council, of the one part, and the Otago and Southland Gas Works 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 9th day of August, 1949.

[L.S.]

A. TYNDALL, Judge.

INVERCARGILL GAS WORKS EMPLOYEES—INDUSTRIAL  
AGREEMENT

THIS Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1925 and its Amendments this 5th day of April 1949 between the Invercargill City Council (hereinafter called the employer) of the one part, and the Otago and Southland Gas Works & 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 Employers as follows:—

SCHEDULE

*Scope and Application of Agreement*

1. This agreement shall apply only to employees of the Invercargill 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) 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 rate 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.
Stokers	..	..	..	3	11 $\frac{3}{4}$
Second stokers	..	..	..	4	0 $\frac{1}{4}$
Leading stoker	..	..	..	4	3 $\frac{1}{4}$
Yardmen	..	..	..	3	7 $\frac{3}{4}$
Service-layers	..	..	..	3	9 $\frac{3}{4}$
Main-layer	..	..	..	3	10 $\frac{1}{4}$
Tar-plant operators	..	..	..	3	10 $\frac{1}{4}$

*Dirty Work*

4. (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-workers on tar-pump and sales shall receive 1d. 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 fire in emergency, screening of char, 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.

(e) Yardmen employed unloading trucks by hand or employed in coal-tipping pit, or spreading coal in vertical-retort bunkers, shall be paid at the rate of 1s. 1 $\frac{1}{2}$ d. per ton.

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

*Wet Weather*

5. (a) Where it is required 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.

### Holidays

6. (a) With the exception of those otherwise provided for, every worker coming within the scope of this award 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, the birthday of the reigning Sovereign, 2nd January, and Anniversary Day, and no deduction shall be made from the weekly wage of any worker in respect of any such holiday.

(b) Workers, other than shift-workers, who are required to work on any holiday mentioned in subclause (a) hereof 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.

(c) 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.

(d) 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.

(e) If any of the above-mentioned holidays except Anzac Day, falls on a Saturday or a Sunday, they shall be transferred to the following Monday. In the event of any of the said holidays falling on a Saturday and a Sunday, they shall be transferred to the following Monday and Tuesday.

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

### Overtime

7. (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, computed on a daily basis.

(b) 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 four hours at overtime rates.

#### *Shift-workers' Holidays and Overtime*

8. (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 shall 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, the 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 hereof shall be paid for at the rate of time and a half for the first three hours and thereafter at double time rates.

(f) Shift-workers required to work on any Saturday shall be paid for such work at not less than one half as much again as the ordinary rate.

(g) When a statutory holiday or holidays in pursuance of Clause 6 (a) hereof falls on the day or days of a shift-worker's time off, between his rostered shifts, he shall receive a day's pay at ordinary rates of wages for any such day or days or a day or days' holidays in lieu thereof.

*Travelling-allowance*

9. Any worker required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting of 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 of 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 award "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by workers travelling to and from their work.

*Tools*

10. (a) The employer shall provide each worker with such tools as he may require and, if necessary, 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*

11. Every effort shall be made for an equal distribution of overtime amongst the employees.

*General Conditions*

12. (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 man he relieves would have received for that work.

(c) Any worker, other than a whole-time shift-worker, when employed relieving shall receive the same rate of wages as the man he relieves would have receive for that work.

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

(e) 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.

(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 worker.

(h) A suitable heating appliance shall be provided at the works for employees who require to heat their food.

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

(j) Any workers required to work in any compartment or confined space where the heat exceeds 110 degrees Fahrenheit 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 award for specific classes of work.

(k) Any leading stoker may be required to teach a learner for stoking duties.

#### *Meal-money*

13. The employer shall allow meal-money at the rate of 2s. 3d. per meal when workers are called upon to work overtime, upon the expiration of one hour after the usual stopping time, provided that such workers cannot reasonably get home to their meals in one hour.

#### *Termination of Employment*

14. 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*

15. All wages shall be paid during working-hours, not later than Thursday.

#### *Accommodation of Workers*

16. 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 clothes, and also shall 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 and reasonable comfort of outside workers.

*Workers to be Members of Union*

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

(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 award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this award, and shall be liable accordingly.

(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*

18. 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*

19. 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 award and taken into the employer's service the previous three months and still employed.

*Disputes Committee*

20. Any dispute or difference that may arise between the parties bound hereby, or by any of them, as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this award, 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, 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 of appeal to the Arbitration Court against any such decision by the Commissioner within fourteen days after it has been given.

#### *Under-rate Workers*

21. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award 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 again 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.

*Term of Award*

22. This Industrial Agreement shall be deemed to have come into force on the 1st day of June, 1949, and shall continue in force until the 31st day of May, 1951.

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

[L.S.]

D. T. VORLEY, Secretary.

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

[L.S.]

ABRAHAM WACHNER, Mayor.  
 ....., Councillor.  
 W. F. STURMAN, Town Clerk.

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