

OAMARU BOROUGH COUNCIL **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 17th day of August, 1949, between the Oamaru Borough Council and the Otago and Southland Gas Works 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 of the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement, made on the 17th day of August, 1949, between the Oamaru Borough 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 1st day of September, 1949.

[L.S.]

A. TYNDALL, Judge.

OAMARU BOROUGH COUNCIL GASWORKS EMPLOYEES—INDUSTRIAL AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1925 and its Amendments the 17th day of August 1949 between the Oamaru Borough Council (hereinafter called the employer) of the one part, and the Otago and Southland Gas Works 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 employers as follows:—

SCHEDULE

Scope and Application of Agreement

1. This agreement shall apply only to employees of the Oamaru Borough Council's Gasworks 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 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.
Stokers	4	0
Yardmen; coal-men and labourers (day-shift workers)	3	6 $\frac{3}{4}$
Main-layer; service-layer	3	10 $\frac{1}{4}$
Complaint men; meter-reader	3	7 $\frac{1}{4}$

Dirty Work

4. (a) Workers employed in emptying and refilling oxide in purifiers and in unloading and stacking bags of new oxide shall receive 3d. per hour in addition to their ordinary rate of pay.

(b) Workers employed cleaning retort-bench flues, cleaning tar-mains, seal-pot, cleaning washers and scrubbers, shall receive 3d. per hour in addition to their ordinary rate of pay.

(c) 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.

Wet Weather

5. (a) Where it is essential that work shall be carried on in wet weather, waterproof coats and gum boots 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 and Overtime

6. (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 Saturday,

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 7, subclause (b), or on a Sunday shall be paid double 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.

7. (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 four hours at double time 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.

(c) 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 a holiday shall receive their holiday pay in advance up to the end of the current holiday period.

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 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.

(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 (b) 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: Suburban Work

9. (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 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 place of work.

(e) 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 and 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

10. (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 3s. per week for maintenance whilst the bicycle is so employed.

Distribution of Overtime

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

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 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.

13. (a) Workers when employed on the top of vertical or horizontal 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 the 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) A suitable heating appliance shall be provided at the works for employees requiring to heat their food.

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

(h) 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.

(i) Where employees are engaged on rigging-work over 20 ft. above ground-level, 3d. per hour extra shall be paid for the duration of such work. This clause shall not apply to men working under the Painters' award.

Meal-money

14. The employer shall allow meal-money at the rate of 2s. 6d. per meal when workers are called upon to work overtime upon the expiration of one hour after the usual stopping-time.

Termination of Employment

15. 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

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

Accommodation of Workers

17. 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

18. (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.

Right of Entry

19. 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

20. 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

21. 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 28th day of June 1949 and shall continue in force until the 27th day of June 1951.

In witness whereof the common seal of the Otago and Southland Gas Works' 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 Council of the Mayor, the Councillors and the Citizens of the Oamaru Borough Council was hereunto affixed in the presence of—

[L.S.]

J. BRANTHWAITE, Town Clerk.