

CAMBRIDGE AND DARGAVILLE GASWORKS' EMPLOYEES
(RETORT HOUSE)—INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Economic Stabilization Regulations 1950: And in the matter of the industrial agreement, made on the 1st day of July, 1950, between the Auckland Gasworks and Related Trades' Employees' Industrial Union of Workers and the Cambridge Borough Council, Cambridge, and the Dargaville Borough Council, Dargaville.

WHEREAS by the Economic Stabilization Regulations 1950 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 July, 1950, between the Auckland Gasworks and Related Trades' Employees Industrial Union of Workers, of the one part, and the Cambridge Borough Council, Cambridge, and the Dargaville Borough Council, Dargaville, 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 8th day of August, 1950.

[L.S.]

A. TYNDALL, Judge.

CAMBRIDGE AND DARGAVILLE GASWORKS' EMPLOYEES
(RETORT HOUSE)—INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this first day of July, 1950, between the Auckland Gasworks and Related Trades' Employees' Industrial Union of Workers (hereinafter referred to as "the union"), of the one part, and the Cambridge Borough Council, Cambridge, and the Dargaville Borough Council, Dargaville (hereinafter referred to as "the employers"), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of the agreement.

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

Scope of Agreement

1. This agreement shall apply to workers employed in the retort house.

Hours of Work

2. A week's work shall consist of five shifts of eight hours each, Monday to Friday, both days inclusive.

Wages

3. (a) The minimum rates of wages shall be as follows:—

At Cambridge: (under 12,000,000 cubic feet) 3s. 8½d.
hour.

At Dargaville: (over 12,000,000 cubic feet) 3s. 10d.
hour.

(b) An allowance of 2s. 6d. shall be paid to a shift worker when he works on an afternoon or night shift.

An afternoon shift means any shift commencing after 12 noon and finishing at or before midnight, and a night shift means any shift finishing subsequent to midnight and at or before 8 a.m.

(c) 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.

Overtime

4. 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.

Saturdays, Sundays, and Holidays

5. (a) A retort house worker required to work on 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, or on Sunday, shall be paid for time so worked at the rate of double time.

(b) A retort house worker required to work on a Saturday shall be paid for time so worked at the rate of time and a half for the first three hours and double time thereafter: Provided that all time worked on Saturday after 12 noon shall be paid for at the rate of double time.

Annual Holidays

6. (a) Retort house workers after each complete twelve months of service shall be allowed a holiday of three clear weeks (fifteen working days) at their ordinary rate of pay.

The holiday shall be given at a time mutually arranged between the worker and the management.

(b) Any retort house 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 retort house work shall be entitled to holiday pay pro rata at his ordinary rate of pay.

Tools

7. 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.

General Conditions

8. (a) 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.

(b) 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

9. 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.

Increase in Rates of Remuneration

10. All rates of remuneration including time and piece wages and overtime and other special payments provided for in this agreement shall be increased to the extent and in the manner prescribed by interim general order of the Court, dated the 10th June, 1950, and made under the Economic Stabilization Regulations 1950.

Employment of Union Workers

11. 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 agreement taken into the employer's service the previous month and still employed.

Disputes Committee

12. 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, 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

13. This agreement shall come into force on the 1st day of July, 1950, and shall continue in force until the 30th June, 1952.

Signed on behalf of the Cambridge Borough Council—

MERVYN WELLS, Councillor.

N. R. SOUTER, Councillor.

FRANK T. RAY, Town Clerk.

Signed on behalf of the Dargaville Borough Council—

W. L. HUGHES, Mayor.

J. ROBERTSON, Councillor.

K. S. BARGH, Town Clerk.

Signed on behalf of the Auckland Gasworks and Related Trades' Employees' Industrial Union of Workers—

JAS. KANE, Secretary.