

CANTERBURY GASWORKS EMPLOYEES—AGREEMENT UNDER  
LABOUR DISPUTES INVESTIGATION ACT 1913

THIS industrial agreement made in pursuance of the Labour Disputes Investigation Act 1913, this 11th day of July, 1963, between the Canterbury and Westland Gasworks Employees' Union (hereinafter referred to as the union), of the one part, and the Christchurch Gas, Coal and Coke Co. Ltd., (hereinafter referred to as the employer) of the other part, whereby it is mutually agreed by and between the parties as follows:

- (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 this 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.

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SCHEDULE

*Industry to Which Agreement Applies*

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

*Hours of Work*

2. (a) *Yardmen*—The hours of work for yardmen shall not exceed 40 per week exclusive of overtime: Provided that any of such workers may be employed on Saturdays in bunkering and/or trimming coal or in handling coal, coke, or ashes for any four-hour period between 6 a.m. and noon at time and a half rates for the first three hours and double time thereafter. Such men shall be paid at least four hours at ordinary rates if called out on Saturday mornings.

(b) *All Other Workers*—The hours of work for all other workers including maintenance men and shiftmen, shall be 40 per week, exclusive of overtime.

(c) For 40-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.

(d) *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 20 shifts in the period of 28 days.

(e) When a worker other than a shift worker is required to work during his normal meal period he shall be paid at the rate of time and a half for any time so worked.

(f) Any shift worker required to work on his day off shall be paid overtime rates for the specific day so worked.

### *Classification and Rates of Wages*

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

(1) (a) Horizontal and vertical retorts: Power stoking-machines and hand stoking plants—	Per Shift
	£ s. d.
Charging and pushing machine operators, stokers, retort patcher and scurfer, pipe-jumpers, vertical retort stokers, coke transporter men, water gas operators, and valvesmen, ammonia plant and tar plant operators .....	2 16 5½
Leading stoker or working shift foreman where not more than three stokers are employed on the shift shall be paid 9½d. per shift extra and, where more than three stokers are employed on the shift, 2s. 6¾d. per shift extra. Men in sole charge shall be paid 2s. 6¾d. extra on the foregoing rate.	
(b) Fire cleaners regularly employed on shift-work or day work	2 16 5½
(c) 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:

(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 six men), electricians—7s. 2d. per hour.

(ii) Provided that any of such workers at present receiving a higher rate of pay shall not have their wages reduced.

(b) Cast-iron dry meter repairers, where no soldering is required to meters, wet meter repairers, service layers, main layers and joiners, head storemen, men employed chipping, cleaning, painting, and/or spraying steel and iron structure: 6s. 6¾d. per hour.

(c) Blacksmiths' strikers, stove-meter and other shopmen reconditioning stoves, and assembling and handling new stoves and appliances and reconditioning second-hand stoves, maintenance men, complaints men—6s. 5¾d. per hour: 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—6s. 5¾d. per hour.

(e) Coal workers—6s. 5d. per hour.

(f) (i) By-product operators—6s. 5d. per hour.

(ii) Operator tar-distilling plant on day work—6s. 5d. per hour.

(iii) Other workers—6s. 3¾d. per hour.

(g) Worker who is employed welding 1s. 9½d. per day or part of a day extra.

(h) All other workers: 6s. 3¼d. per hour.

(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) (i) Working foremen shall be paid not less than the rates specified in paragraph (a) of subsection (2) hereof.

(ii) Foremen in charge of depots may be paid a flat rate to be mutually arranged between the foreman, the secretary of the union, and the manager of the works, and shall not otherwise be subject to the provisions of this award except as to the provisions of clauses 14 and 23.

(k) In works where fire cleaners are 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 cleaners' 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 3s. extra for the first shift, but this shall not apply to regular relieving workers.

#### *Employment of Youths and Females*

4. (a) Youths may be employed in meter-repairing shops, stove-shops maintenance department, stores, and shop-rooms in the proportion of one youth to every four or fraction of the first four adults permanently employed; provided that youths under 19 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, the following shall be the minimum rates of wages payable to youths—

			Per Week	
			£	s. d.
Sixteen to seventeen years of age	.....	.....	5	10 0
Seventeen to eighteen years of age	.....	.....	7	0 0
Eighteen to nineteen years of age	.....	.....	8	10 0
Nineteen to twenty years of age	.....	.....	10	0 0
Twenty to twenty-one years of age	.....	.....	11	10 0
Thereafter adult rates.				

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

#### *Service Bonus*

			Per Week
			s. d.
5. The following service bonus shall be payable—			
(a) To employees who have completed three years' continuous service with the company	.....	.....	3 4
(b) To employees who have completed seven years' continuous service with the company	.....	.....	5 0
(c) To employees who have completed 10 years' continuous service with the company	.....	.....	6 8

The above rates are not to be cumulative or taken into account in computing overtime or penal rates.

For the purpose of this clause, continuous service with the company prior to the coming into force of this agreement shall be counted.

### *Sick Leave*

6. After one year's continuous service with the company, employees will be entitled to one week of sick pay, and become entitled to a further week of sick pay on completion of each additional year of service with a maximum accrual at any time of three weeks.

Every employee claiming sick pay is to produce a medical certificate and the company reserves the right to have any claimant examined by a doctor nominated by the company. Sick pay will be computed at ordinary rates for a 40 hour week, exclusive of penal and overtime rates.

The company shall deduct the number of days of sick pay paid to an employee from the total number to which he is entitled in order to determine the number of days due to him in the event of his falling sick.

No cash payment will be made to any worker leaving or being dismissed from the service of the company in respect of any sick pay entitlement at the date of such dismissal or leaving. Any employee absent from work through sickness shall notify the company as soon as possible.

For the purpose of this clause, service with the company prior to the coming into force of this agreement shall not be counted.

### *Overtime*

7. (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. All overtime shall be calculated on a daily basis.

(b) Workers, other than shift-workers, who are called upon to work on Sunday shall be paid a minimum of four hours at double time rates. For complaints men the minimum shall be one hour. When required to work in an emergency through the night and into the following day the worker shall continue to receive overtime rates until he has had at least an eight hour break: Providing that all time worked after 10 p.m. and before 6 a.m. be paid at double time rates.

(c) *Shift Workers—Saturday, Sunday and Holiday Pay:* Each shift-worker working on Sunday or on the holidays mentioned in clause 13 hereof, or between noon and midnight on Saturday, shall be paid double time rates for all time so worked. Each shift-worker working between midnight Friday and noon on Saturday shall be paid at the rate of time and a half 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 40 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.

(g) 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, commencing at one mile and with a maximum of three miles.

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 in travelling to and from their work.

#### *Meal Money*

8. The employers shall allow meal money at the rate of 5s. per meal when workers are called upon to work overtime after 6 p.m., unless such workers are supplied with a meal by the employer or can reasonably get home for a meal and return to work in one hour or such time as may be agreed upon between the union and the employer. Where it is not possible for the worker to get a meal due to overtime brought about by an emergency, the employer shall provide a satisfactory meal.

#### *Dirty Work*

9. (a) Purifiers—Yard workers employed in emptying and refilling oxide in purifiers shall receive 3s. 7d. per day and yard-workers employed in unloading and stacking bags of new oxide, or mixing new oxide 4d. per hour in addition to their ordinary rate of pay.

(b) Yard-workers while engaged in cleaning out tar or distillate tanks, cleaning tar mains or in removing crude naphthalene from tanks or wells shall be paid 3s. 7d. per day or part of a day in addition to their ordinary wages.

(c) Yard-workers while employed filling retorts with coke, patching retort, cleaning retort bench flues, governor in retort houses, dismantling retorts, mouth-pieces, 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 2s. 5d. per day or part of a day extra.

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

(e) A yard-hand employed in handling tar shall be paid 1s. 2d. per day above his ordinary rate of wages.

(f) Workers required to work over hot caustic tanks or baths shall be paid 3d. per hour additional to ordinary rate whilst so employed.

#### *Wet Places etc.*

10. While a worker is required to work under conditions not normal to his usual employment in excessively dusty places or in mud and 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 provisions of this agreement, are being paid an allowance for similar conditions.

A "wet place" in this clause shall mean a place where a worker had to stand in not less than 1½ in. of water or where water, other than rain, is dripping on him.

#### *Hot Places*

11. Workers while employed in any place where the temperature is 100 degrees or over shall be paid 5d. per hour above their ordinary rate of pay.

#### *Height Money*

12. (a) Workers required to work from a bosun's chair or a swinging stage shall be paid 4s. 6d. per day or part of a 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 19 hereof, except in the case of tradesmen, who shall receive such payment for height money, if any, as may be prescribed by the relevant tradesmen's award.

#### *Holidays*

13. (a) Workers shall be allowed the following holidays without deduction from pay: Christmas Day, Boxing Day, New Year's Day, the day following New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and Anniversary Day or another day in lieu thereof to be mutually agreed upon.

(b) Workers who are required to work on any of the days mentioned in the preceding subclause shall be paid double time rates in addition to ordinary rates.

(c) (i) Should any of the above holidays, except Anzac Day, fall on a Saturday or a Sunday, such holiday shall be observed on the next working day.

(ii) Shift workers whose ordinary day off falls on one of the specified holidays shall be paid at ordinary rates for the day.

#### *Annual Holidays*

14. (a) Workers, other than shift workers, shall be granted annual holidays in accordance with the provisions of the Annual Holidays Act, 1944: Provided that upon completion of 10 years' continuous service with the same employer a day worker shall be granted for that and each succeeding year an annual holiday of three weeks, provided further that the employer shall have the right to either allow the third weeks' holiday or to pay one week's wages at ordinary rates, exclusive of penal or overtime rates, in lieu thereof at the employer's option.

(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 three full weeks.

(c) In addition to the holidays specified in clause 13 hereof, shift workers, after each complete 12 months of service, shall be allowed a holiday of three clear weeks (15 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 12 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 to the end of the current holiday period.

#### *General Conditions*

15. (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.

(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 4s. 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, workers shall be paid double rates for such time as they are 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 40 minutes to the hour.

(e) Workers employed in tunnels or in any places where they are in contact with gas, smoke, fumes, or dust shall be supplied with efficient respirators.

(f) 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.

(g) Men engaged in laying, cutting, drilling and connecting live mains and services shall have available efficient respirators which shall form part of the equipment.

(h) All buildings of gas undertakings where men are required to perform work shall be adequately ventilated so as to protect the health and ensure the safety of the workers.

(i) A suitable heating appliance shall be provided at the gas undertakings for workers requiring to heat their food.

(j) 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.

(k) 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. This clause shall not apply in the case of a general cessation of the production of gas.

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

(m) The leading stoker or shift superintendent shall have charge of an emergency kit.

(n) Each regular fire-cleaner shall if necessary be provided with a pair of gumboots.

(o) Suitable gloves shall be supplied to retort house workers and boilermen. Rubber gloves shall be supplied to workers handling caustic.

(p) Where the wearing of overalls by workers is necessary, such overalls shall be supplied by the employer or, as an alternative in the case of retort house producer fire cleaners, two flannel singlets and two pairs of denim trousers per annum may be supplied.

(q) Oilskin coats and leggings shall be provided for the use of workers when required to work under wet conditions.

(r) Workers working regularly on the coke bagging stage shall be provided by the employer with leather aprons.

(s) Workers using pneumatic drills on concrete shall be paid 3d. per hour extra while so employed.

(t) Workers who are required to work for a minimum period of one hour in any one day under the floor of a building not in course of erection, where such floor is less than 2 ft 3 in. from the ground, shall be paid an extra 3s. for that day.

(u) An interval of 10 minutes shall be allowed each morning for morning tea and a rest interval of 10 minutes shall be allowed each afternoon but no coke or tar customer shall be kept waiting or any urgent repair job held up through the operation of this clause.

#### *Accommodation*

16. (a) 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 provide lockers for the safe keeping of the workers' clothing, and make provision for hot and cold shower baths. The present practice as to keeping accommodation clean shall continue.

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

#### *Tools*

17. The employer shall provide each worker with such tools as he may require over and above his ordinary trade equipment. Torches and matches shall be issued to complaints men. Tools lost through the worker's neglect shall be replaced at the worker's expense.

#### *Travelling Allowances*

18. (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 ordinary time rates.

No worker residing less than  $1\frac{1}{2}$  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 5s. per week for pedal cycle and 15s. for motor cycle. Any worker required to carry equipment weighing in excess of 30 lb on his bicycle in any day shall be paid 1s. 6d. per day or part thereof for such work.

#### *Termination of Employment*

19. (a) Except in the case of workers employed for one week or less, 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 employer all property in his possession belonging to the employer, shall be paid the sum due to him for wages.

#### *Disputes Committee*

20. Any dispute or difference that may arise between the parties bound thereby, or by any of them, as to any matter whatever arising out of or connected therewith 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 14 days after the failure of the disputes committee to arrive at a decision, or the disputes committee itself may refer the matter to the Court of Arbitration for decision.

#### *Right of Entry*

21. The secretary or other authorised officer of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.



*Under-rate Workers*

22. (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 14 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.

*Unqualified Preference*

23. (a) Any adult person engaged or employed in any position or employment, subject to this agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this agreement so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this agreement.

(d) Every employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this agreement.

*Workers Other Than Adults*

24. 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 18 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*

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

(b) This agreement shall apply to the 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*

26. This agreement in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the day of the commencement of the pay period in each establishment, commencing on or after the 10th day of July, 1963, and so far as all other provisions 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 December, 1964.

Signed on behalf of the Canterbury and Westland Gas Works Employees' Union—

T. MEYER, President.  
M. W. RHODES, Secretary.

Signed on behalf of the Christchurch Gas, Coal and Coke Co. Ltd.—

A. M. SATTERTHWAITHE, Director.  
L. S. WATSON, Secretary.

Dated at Christchurch this 11th day of July, 1963.

[This agreement, made under the Labour Disputes Investigation Act 1913, was filed with the Clerk of Awards at Christchurch, pursuant to section 8 (1) of the said Act, on the 17th day of July 1963.]