

GREYMOOUTH BOROUGH COUNCIL GAS WORKS' EMPLOYEES'—INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Greymouth]

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1954, this first day of February 1963, between the Greymouth Borough Council (hereinafter called "the council" or "the employer") of the one part, and the Canterbury and Westland Gas Works and Related Trades Employees Industrial Union of Workers (hereinafter called "the union") of the other part, where it is mutually agreed by and between the said parties as set out in the following Schedule.

SCHEDULE

Industry to Which Agreement Applicable

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

Hours of Work

2. (a) The hours of work for all workers shall be eight per day and 40 per week, exclusive of overtime.

(b) For workers other than shift workers ordinary hours shall be between 8 a.m. and 5 p.m. from Monday to Friday inclusive.

(c) For shift workers a week's work shall consist of five shifts each of eight consecutive hours (including half an hour for crib) worked on any of the seven days of the week as the duty roster may show, the changing of shifts being mutually arranged so that no worker shall average more than 20 shifts in 28 days.

Classification and Rates of Wages

3. The following shall be the minimum rates of wages, but nothing in this agreement shall prevent any worker covered hereby from performing work covered in an applicable award: Provided that while so engaged he shall be paid at least the minimum rate of wages fixed in such other award:

| | Per Hour | | Per Week | | |
|--------------------------|----------|----|----------|----|----|
| | s. | d. | £ | s. | d. |
| (1) Labourer | 6 | 8½ | 13 | 8 | 4 |
| Complaints man | 7 | 9½ | 15 | 11 | 8 |
| Assistant complaints man | 7 | 4 | 14 | 13 | 4 |
| Meter reader/salesman | 7 | 4 | 14 | 13 | 4 |
| Plant operators | 7 | 8 | 15 | 6 | 8 |
| Mains and service man | 7 | 7½ | 15 | 5 | 0 |

(2) *Plant operators*—Where an operator is in sole charge or in charge of other workers he shall be paid 2s. 6d. per shift extra.

(3) *Shift allowance*—Payment of 3s. 6d. extra to operators in night shift (10 p.m. to 6 a.m.)

(4) *Penal rates*—Any work performed between 10 p.m. Friday and 10 a.m. Saturday shall be paid for at half rates in addition to ordinary rates and any work performed between 10 a.m. Saturday and 10 p.m. Sunday shall be paid for at ordinary rates in addition to ordinary rates.

Overtime

4. (a) Overtime shall be paid at time and a half rates for the first three hours, thereafter at double time. Any Sunday work shall be at double time rates. This shall not apply to plant operators ordinary shifts between the hours of 10 p.m. and midnight Sunday.

(b) Minimum payment for workers called back after leaving work shall be one hour at overtime rates.

(c) All overtime shall be calculated on a daily basis.

Meal Money

5. Where a worker is called upon to work overtime later than one hour after his ordinary knocking-off time for the day the employer shall either provide such worker with a meal or pay 5s. meal money provided such worker cannot reasonably get home for a meal, and provided further, that he has not been notified of such overtime on the previous day.

Dirty Work

6. (a) Yard hands while engaged upon any of the following duties shall be paid 5s. per day or part of a day in addition to ordinary wages; changing, easing or turning oxide in purifier boxes, preparing new oxide outside of purifier boxes; cleaning out tar or distillate tanks and wells, or removing naphthalene from the same; cleaning tar mains and retort house governors; dismantling or working on top of retort benches; dismantling and cleaning washers and scrubbers (except steaming and washing out).

(b) Operators employed upon any of the above-mentioned duties at their ordinary rates of wages shall not receive the extra payments referred to above.

(c) All hands required to handle tar shall be paid 1s. per day or part of a day in addition to ordinary wages.

Wet Places Etc.

7. A "wet place" shall mean a place where workers are standing in water 1 in. or more in depth or where water other than rain water is dripping upon them but if the employer shall provide the workers with overalls or watertight gum boots, or both, the place shall not be deemed to be a "wet place".

Six hours shall constitute a day's work where workers are working in "wet places" within the meaning of this clause "or in foul air", and shall be paid for as if the workers had worked eight hours. Where workers are required to work in gum boots they shall be paid 1s. per day extra. Where workers are required to work in excessively dusty places not normal to their usual employment they shall be paid 3s. per day, or portion of a day, above their ordinary rates of pay. Provided that this shall not apply to workers who, under any other provisions of this agreement are being paid an allowance for similar conditions.

Hot Places

8. Workers while employed in any place where the temperature is 110 degrees or over shall be paid 5s. per day or part of a day above their ordinary rate of pay.

Height Money

9. (a) Workers required to work from a bosun's chair or a swinging stage shall be paid 3s. 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 he shall be paid 3s. per day extra except in the case of tradesmen, who shall receive such payment for height money if any, as may be prescribed by the relevant tradesman's award.

Long Service Recognition

10. Workers who have been in the employ of the council for three years or who may subsequently attain a service of three years shall receive an additional payment as follows:

- After 3 years continuous service. Extra 7s. 6d. per week.
- After 5 years continuous service. Extra 10s. per week.
- After 10 years continuous service. Extra 15s. 6d. per week.
- After 15 years continuous service. Extra 18s. 7d. per week.
- After 16 years continuous service. Extra 19s. 11d. per week.
- After 17 years continuous service. Extra 21s. 1d. per week.
- After 18 years continuous service. Extra 22s. 4d. per week.
- After 19 years continuous service. Extra 23s. 6d. per week.
- After 20 years continuous service. Extra 24s. 9d. per week.

Statutory Holidays

11. (a) The following days shall be observed as statutory holidays: New Years Day, 2 January, Good Friday, Easter Monday, Anzac Day, Sovereigns birthday, Labour Day, Anniversary Day, and Christmas Day and Boxing Day, and all ordinary day workers shall be allowed the above holidays on full pay.

(b) Anniversary Day shall be taken on the day generally applicable to Greymouth.

(c) Shift workers who are rostered for duty on any of these statutory holidays shall be paid double time for the time worked plus one day's pay at ordinary rates of wages and shift workers whose day or days off between roster shifts falls on any of these holidays, shall receive a day's pay at ordinary rates of wages for any such day or days, or a day or day's holiday in lieu thereof. This shall not apply to Anzac Day when such day falls on Saturday or Sunday.

(d) Where any of the above days except Anzac Day fall on a non-working day, then such holiday or holidays shall be transferred to the next working day or days. This shall apply only to ordinary day workers.

(e) Should any of the above days fall on the period of a worker's annual holiday then such day or days shall be added to the worker's annual holidays with full pay.

Annual Holidays

12. (a) *Shift workers*—They shall be allowed 15 working days at their ordinary rates of pay.

(b) Any worker employed part time as a shift worker shall be allowed that portion of the five days extra as the time worked bears to the full year's work of a shift worker. Any whole or part-time worker leaving his employment or being dismissed shall be entitled to proportionate pay for that part of the year so worked.

(c) All other workers shall be entitled to holidays as provided under the Annual Holidays Act, but after five years continuous service shall be entitled to 12 working days annual leave, and after 10 years continuous service shall be entitled to 15 working days annual leave.

Sick Payment

13. Subject to the following provisions, each employee shall be entitled to five working days sick leave on full pay for each completed year of service with the council, such sick leave to be cumulative up to a period of 65 working days. A medical certificate signed by an approved medical officer shall be produced when sick leave is taken for a period of more than three consecutive working days.

Clothing, Boots Etc.

14. The council shall supply suitable protective clothing, gum boots, leggings and gloves to workers whose duties require them to work outdoors provided that not more than one article of such apparel shall be supplied to each worker in any one year.

Instead of providing clothing or footwear for plant operators the council shall pay a clothing allowance calculated at the rate of £7 per annum or such proportion thereof to which any operator is entitled.

Travelling Allowance

15. (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 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 bicycle in the service of the employer shall be paid not less than the rate of 4s. per week for pedal cycle and 10s. for motor cycle.

General Conditions

16. (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) *Payment of wages*—Except where mutually arranged, all wages shall be paid not later than Thursday of each fortnight, during working hours.

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

(d) 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.

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

(f) 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.

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

(h) 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.

(i) Workers shall be allowed 10 minutes "smoke-oh" morning and afternoon.

(j) Newly engaged operators shall be given every facility for adequate training before being put on to solo shift operation.

Accommodation

18. (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 meals and change their clothing and also provide lockers for the safe keeping of the workers' clothing, and make provisions for hot and cold showerbaths. The present practice of 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

19. The employer shall provide each worker with such tools as he may require over and above his ordinary trade equipment.

Termination of Employment

20. (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 any 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) Where required notice is not given, the worker or employer shall forfeit a days pays for each such day not worked.

(c) On termination of employment, all monies due to a worker shall be paid forthwith.

(d) Notice of termination of employment shall not be given during the currency of the annual holidays.

Disputes Committee

21. Any dispute or difference that may arise between the parties bound hereby, or by any of them 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 two representatives of the union and two representatives of the employer 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 disputes committee to arrive at a decision or the disputes committee itself may refer the matter to the Court of Arbitration for decision.

Workers to be Members of Union

22. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, 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 award so long as he continues in any position or employment subject to this award.

(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 in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclause (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 purpose 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 award.

Advisory Committee

23. Two representatives of the union and members of the gas committee shall constitute an advisory committee which shall meet on the second Monday in February, May, August and November for the purpose of making suggestions for the improvement and more efficient management of the industry.

Under-rate Workers

24. (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.

Scope and Application of Agreement

25. (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

26. The agreement, in so far as it relates to wages shall be deemed to have come into force on the 19th day of March 1962, and so far as all the other conditions of this agreement are concerned it shall come into force on the date hereof, and this agreement shall remain in force until the 31st day of March, 1964.

Signed on behalf of the Greymouth Borough Council.

F. W. BAILLIE, Mayor.

B. F. CONNORS, Councillor.

N. E. CLEMENS, Town Clerk.

Signed on behalf of the Canterbury and Westland Gas Works and Related Trades Employees' Industrial Union of Workers.

M. W. RHODES, Secretary.
