

DUNEDIN CITY COUNCIL GASWORKS EMPLOYEES—INDUSTRIAL AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 24th day of November 1964, between the Dunedin City Corporation (hereinafter called "the employer") of the one part and the Otago and Southland Gasworks 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 employer as follows:

SCHEDULE

Scope and Application of Agreement

1. This agreement shall apply only to employees of the Dunedin City Council's Gas Department.

Hours of Work

2. (a) The hours of work shall not exceed 40 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 shift every week or fortnight, as may be mutually arranged, so that the day-work shall be divided equally between the workers. In the case of emergency, such as break-down 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. (a) The minimum rate of wages to be paid to the undermentioned classes of worker shall be the minimum rate of wages payable for ordinary hours of work as prescribed by the Dunedin Local Bodies Labourers' Industrial Agreement for the time being in force plus the additional payments specified hereunder for the various classifications of workers covered by this agreement as follows:

	Per Week		
	£	s.	d.
Shift Foremen	2	0	0
Heats attendant	1	12	6
P3 operators	1	15	10
Water gas operators	1	9	2
Stokers, operators	1	1	8
Telpher driver (day shift worker who does greasing)	1	6	8
Relieving telpher driver	1	2	6
Rope and wire splicers where so employed	1	2	6
Storeman		17	6
Main-layer	1	10	0
Tar-plant operator	0	11	8
Coalmen (day shift workers)	1	2	6
Service-layer	0	14	2
Yardmen and Cleaner	0	2	6
Main and service layers' assistants	0	2	6
Assistant storeman	0	2	6

The loco driver shall be paid at the appropriate rate provided in the New Zealand Engine Drivers, Firemen and Greasers (General Section) Award in force for the time being.

(b) The rate of pay for each week shall be the rate for the duty on which each worker is substantially engaged during that week.

(c) Employees appointed to the position of shift foreman shall receive an allowance of £1 10s. per week, not subject to any increment for overtime or any other cause, such sum to be added to the weekly pay after all calculations of pay have been completed.

(d) Main-layers and service-layers shall be paid gangers' allowances as provided for in the Dunedin Local Bodies' Labourers' Industrial Agreement for the time being in force.

(e) Each worker covered by the agreement and who, as at the date of the making thereof, has been employed continuously by the Gas Department for one year or more or who subsequently completes one year with the department shall be paid 1½d. per hour additional to his ordinary rate.

(f) Workers employed on hammer and drill work shall be paid 2d. per hour extra whilst so employed and workers employed on power-driven gads, rippers or rammers shall be paid 2½d. per hour extra whilst so employed.

(g) The wages and allowances payable to all employees covered by this agreement shall not be subject to the general order of the Court of Arbitration dated 19 August 1964, which increased rates of remuneration by an amount equal to 6 per cent thereof.

Dirty Work

4. (a) Workers employed in emptying and refilling oxide in purifiers shall receive 8d. per hour and workers employed in unloading and stacking bags of new oxide, or mixing new oxide, 5¼d. per hour in addition to their ordinary rate of pay.

(b) Workers employed inside tar or tar distillate tanks or carburetted water gas effluent pits for the purpose of cleaning them shall receive 8d. per hour in addition to their ordinary rate of pay.

(c) All workers on tar pump and sales and employed in removing oil from the carburetted water gas effluent pits, or separators connected with the same, shall receive 3d. per hour above yardmen's rates.

(d) Workers employed filling retorts with coke, cleaning tar mains, seal pot, shall receive 8d. per hour and workers patching retorts, cleaning retort-bench flues, cleaning governor and waste-heat boilers in retort house, attending to fires in coal hoppers, assisting to clean fires in emergency, cleaning washers and scrubbers and cleaning out main water-well and main drains shall receive 4¼d. per hour in addition to their ordinary rate of pay. Workers who have to enter collecting mains in the vertical retort house for cleaning purposes and whilst the bench is lit shall be paid at double rates whilst so employed during the ordinary hours set down in clause 2 (a). If the work is done outside ordinary working hours, then one-and-a-half time the applicable rate shall be paid.

(e) Yardmen employed unloading coal-trucks by hand or trimming coal by hand, or employed in coal-tipping pit, or spreading coal in vertical-retort bunkers shall be paid the same rate as the coal men.

(f) Yardmen employed at painting or inspecting and/or greasing gasholders shall all be paid at painter's rates in accordance with the terms of the New Zealand Painters' Award.

(g) When workers are required to enter flues or back-end smoke boxes for the purpose of cleaning them or to chip and/or clean the interior of boilers while such boilers are laid off for inspection or overhaul, they shall be paid 4s. 7d. extra each day or part of day whilst so employed.

(h) The man in charge of the rock gas filling equipment shall receive 9s. 9d. per week in addition to his ordinary wages.

(i) Yardmen employed forking and loading coke and working coke-breaker shall receive 3d. per hour extra above yardmen's rates.

(j) The leading hand engaged in forking and loading coke shall receive 5¼d. per hour extra above yardmen's rates.

(k) Workers employed in dismantling and cleaning out ammonia concentration plant shall receive 5¼d. per hour in addition to their ordinary rate of pay.

(l) 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 the course of erection where such floor is less than 2 ft 3 in. from the ground shall be paid an extra 4s. for that day.

(m) Unless otherwise stated herein all rates payable under this clause shall be paid for a minimum of four hours on any working day; provided that not more than the highest rate payable under any one of the foregoing subclauses shall be payable on any one day.

(n) If any carcass is delivered to the gasworks for disposal not properly bagged and the works and maintenance overseer, or, in his absence, the shift foreman, certifies that the handling of that carcass is noxious, then 1s. shall be paid to the operator who is required to dispose of each such noxious carcass.

NOTE: The gas engineer - manager is to look into the procedure regarding reception of carcasses for disposal in order to improve the existing position as far as possible.

Wet Weather

5. (a) Where it is essential that work shall be carried out in wet weather, waterproof coats and leggings and gumboots shall be provided by the department and if a worker is required to continue working in rain for over two hours he shall be paid 1s. extra for that day. 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 2s. 6d. per day additional to ordinary rates if they are required to work in such wet places for a minimum period of two hours per day. A wet place in this clause shall mean a place where a worker has to stand in not less than 1 in. of water or where water other than rain is dripping on to 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) Every worker coming within the scope of this agreement and who has been employed for a minimum period of two weeks 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, Sovereign's Birthday, 2 January and Anniversary Day or a day in lieu of Anniversary Day, and no deduction shall be made from the weekly wages of any worker in respect of any such holiday.

(c) Workers, other than shift workers, who are required to work on any of the holidays mentioned in subclause (b) of this clause or on a Saturday or a Sunday shall be paid double time rates for the time worked and a minimum of two hours' work shall be provided or paid for each call out. The payment of double time referred to in this subclause shall be in addition to the ordinary wage which is payable for a statutory holiday.

(d) Workers, other than shift workers, shall be granted two weeks' annual leave after 12 months' service. Leave shall be granted at Christmas time, so 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.

(e) If any of the abovementioned holidays, except Anzac Day, fall on a Saturday or 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.

(f) Any worker who having completed a day's work and left the job and who without previous notice is called upon in the case of an emergency to resume duty shall be paid for a minimum of four hours at overtime rates.

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

Shift Workers' Holidays and Overtime

7. (a) Shift workers who have been employed for 12 months shall receive three weeks' holiday on full pay for each period of 12 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. Payment for annual holidays for shift workers shall be calculated at the normal rate of pay plus penal rates and shift allowances for a normal working week (excluding any holidays).

(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 three weeks' 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) Shifts may be worked during part of the day or night, provided that where any part of a shift falls outside of the hours between 6.30 a.m. and 6 p.m., Monday to Sunday inclusive, a shift rate of 3s. 6d. per shift extra shall be paid. Provided that should the rate for shift allowance under the New Zealand Engine Drivers, Firemen and Greasers Award be in excess of this rate, the higher rate shall apply.

(g) Shift workers required to work on any Saturday or Sunday shall be paid for such work at double time rates.

(h) In lieu of the statutory holidays provided for in clause 6 hereof, 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 rostered shifts falls on any of these holidays (except Anzac Day) shall receive a day's pay at ordinary rates of wages for any such day or days.

Travelling Allowance

8. (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 bus services are available, the employer shall pay the worker's 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 the nearer to the worker's residence.

If the job is situated more than half a mile by the nearest route from the bus route, the employer shall pay walking time at the rate of 3 miles per hour for the excess distance beyond half a mile. If there is no bus service, the employer shall pay the worker at the rate of 3 miles per hour walking time in excess of a mile and a half from the Chief Post Office. Alternatively to the payment of 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 a road used by foot passengers of a place where the work is to be done, shall not be entitled to any allowance under subclause (a) 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 usual place of work.

(e) Any worker required to commence work after the cessation of public wheeled traffic and cease work before the ordinary time of starting such traffic shall be paid for the time occupied in travelling to and from his home, computed on 3 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 buses and trains ordinarily used by workers travelling to and from their work.

This subclause shall not apply to shift workers whose regular location of employment is at the gasworks but a bicycle allowance shall be paid to all shift workers by the employer at the rate of 5s. weekly.

Tools

9. (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 5s. per week for maintenance whilst the bicycle is so employed.

Distribution of Overtime

10. There shall be equal distribution of overtime amongst the employees as far as possible.

General Conditions

11. (a) Any day worker called out, other than a shift worker, employed in filling a casual vacancy, caused through sickness or default of the abovementioned workers, shall receive 5s. 4d. 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 40 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: Provided that this subclause shall not apply to the relieving telpher driver for whom separate provision has been made in clause 3 (a) hereof.

(d) The employer shall pay a weekly allowance of 6s. to each employee covered by this agreement to cover the provision by each such employee, at his own expense, of the following articles – overalls, boots, clogs and gloves.

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

(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 and cutting live mains shall be supplied with efficient respirators, which shall form part of the equipment.

(h) 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.

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

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

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

(l) Any workers required to work in any compartment or confined space where the heat exceeds 110° F shall be paid 6½d. per hour in addition to their ordinary rate of pay. This clause shall not apply where extra rates are already provided in this agreement for specific classes of work.

(m) Where employees are engaged on rigging work over 20 ft above ground level 5½d. 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

12. The employer shall allow meal money at the rate of 5s. 6d. per meal when workers are called upon to work overtime upon the expiration of one hour after the usual stopping time, provided such workers cannot reasonably get home to their meals in one hour.

Termination of Employment

13. 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 24 hours a reference in writing stating the position held and length of service.

Payment of Wages

14. All wages shall be paid weekly during working hours.

Accommodation of Workers

15. 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, change and dry their clothes 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 reasonable comfort of outside workers.

Workers to be Members of Union

16. (a) Any adult person engaged or employed in any position or employment subject to this industrial agreement by any employer bound by this industrial agreement shall, if he is not already a member of a union of workers bound by this industrial 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 sub-clause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this industrial agreement so long as he continues in any position or employment subject to this industrial agreement.

(c) Every worker obliged under sub-clause (a) hereof to become a member of a union who fails to become a member, as required by that sub-clause, 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 sub-clause (b) hereof commits a breach of this industrial agreement.

(d) Every employer bound by this industrial agreement commits a breach of this industrial agreement if he continues to employ any worker to whom sub-clauses (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 rates of wages prescribed for adult workers by this industrial agreement.

Right of Entry

17. 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

18. 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 the employer's service the previous three months and still employed.

Disputes Committee

19. 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 specially dealt with in this agreement, every such dispute or difference as

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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 14 days after it has been given.

Term of Agreement

20. This industrial agreement shall be deemed to have come into force on the 1st day of December 1964, and shall continue in force until the 30th day of November 1966.

Signed for and on behalf of the Otago and Southland Gasworks and Related Trades Employees' Industrial Union of Workers:

G. S. SCOONES, Secretary.

Signed for and on behalf of the Dunedin City Council.

J. C. LUCAS, Town Clerk.
