

OAMARU BOROUGH COUNCIL GASWORKS EMPLOYEES—AWARD

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Otago and Southland Gas Works and Related Trades Employees Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned council (hereinafter called “the employers”):

Oamaru Borough Council.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, doth hereby order and award:

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the Schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the Schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 31st day of May 1966 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 24th day of November 1964.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Scope and Application of Award

1. This award 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 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 shifts every week or fortnight, as may be mutually arranged, so that the day work shall be divided 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. (a) The minimum rates of wages to be paid to the undermentioned classes of workers shall be as follows:

						Per Hour	
						s.	d.
Leading stoker	..	..	..	..	..	8	1½
Stokers	..	..	..	..	..	7	9¾
Coalmen – yardmen and labourers (day shift workers)	..				..	7	5½
Main-layer; service layer	..	..	..	..	..	7	6
Complaint man; meter reader		..	..	..	..	7	5½

(b) A youth may be employed on terms and conditions specified by agreement between the council and the union.

(c) Each worker covered by this award and who, as at the date of the making thereof, has been continuously employed by the Gas Department shall be paid the following amount in addition to his ordinary rate:

		Per Week	
		s.	d.
On completion of one year of continuous service	..	5	0
On completion of three years' continuous service	..	10	0
On completion of 10 years' continuous service	..	15	0
On completion of 15 years' continuous service	..	20	0

Dirty Work

4. (a) Workers employed in emptying and refilling oxide in purifiers shall receive 6d. per hour and 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) Workers employed cleaning retort-bench flues, cleaning tar-mains seal-pot, cleaning washers and scrubbers, shall receive 4d. per hour in addition to their ordinary rate of pay.

(c) Yardmen employed at painting or inspecting and/or greasing gasholders shall be paid at painters rates in accordance with the terms of the New Zealand Painters Award.

Wet Weather

5. (a) Where it is essential that work be carried on in wet weather, waterproof coats and gumboots 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 1s. 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 of this award 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 award shall be allowed and paid for the following holidays: 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.

A worker employed at any time during the fortnight ending on the day of any of the holidays referred to in this subclause shall be entitled to payment for the holiday, an amount equal to one tenth of his wages for an ordinary working day multiplied by the number of ordinary working days upon which he was employed during the fortnight.

(c) Workers, other than shift workers, who are required to work on any holiday mentioned in subclause (b) of this clause, 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 two weeks' annual leave after 12 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.

(e) 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.

(f) Any worker who is discharged or leaves on his own accord shall be entitled to receive *pro rata* at full rates for any period in respect of which no such holiday has been granted.

(g) 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 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

7. (a) Shift-workers who have been employed for 12 months shall receive three clear weeks (15 working days) holiday on full pay for each period of 12 months' service. The time for taking those holidays shall be agreed to by the management. This clause shall apply only to those employers 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 work other 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 a 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 clear weeks (15 working 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 in clause 2 of this award 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 any part of the day or night provided that where any part of the shift falls outside of the hours of 6 a.m. and 6 p.m., Monday to Sunday inclusive, a shift rate of 4s. 9d. shall be paid. Shift workers required to work on any Saturday shall be paid for such work at not less than one half as much again for time worked up to 11 a.m. and double time thereafter.

(g) In lieu of the statutory holidays provided for in subclause (b) of clause 6 of this award, 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, or a day or day's holiday in lieu thereof.

(h) Whenever an employee is alone on the premises between the hours of 6 p.m. and 6 a.m. he shall be paid $1\frac{1}{2}$ d. per hour additional to the rate prescribed.

Travelling Allowance: Suburban Work

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 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 route, the employer shall pay the walking time at the rate of 3 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 3 miles per hour walking time in excess of $1\frac{1}{2}$ miles from the chief post office. Alternatively to the payment of tram or bus fare 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 $1\frac{1}{2}$ miles by road used by foot passengers of a place where the work is to be done shall not be entitled to any allowance under subclause (b) of this clause.

(d) Any worker whose regular and usual place of work is in or at a permanent location situated more than $1\frac{1}{2}$ miles 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 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 trams, buses, trains, or ferries ordinarily used by workers travelling to and from their work. This subclause shall not apply to workers whose regular location of employment is at the gasworks and who are paid a bicycle allowance of 2s. 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 an equal distribution of overtime amongst the employees as far as possible.

General Conditions

11. (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 5s. 3d. 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 of 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.

(d) The employer shall pay a weekly allowance of 5s. 6d. to the permanent and relieving stokers; also to yardmen, coalmen and labourers (day shift workers) covered by this award to cover the provisions by each employee, at his own expense, of the following articles: Overalls and boots, clogs and gloves.

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

(f) The employer shall provide 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 worker.

(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 customers shall be kept waiting or any urgent repair job held up through the operation of this clause.

(l) Where employees are engaged on rigging work over 20 ft above ground level 4d. per hour extra shall be paid for the duration of such work. This subclause 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 stoppage time.

Termination of Employment

13. 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 within 48 hours thereafter be paid the sum due to him for wages. Any worker on leaving or being discharged from his employment should on request, be given within 48 hours a reference in writing stating the position held and length of service.

Payment of Wages

14. All wages shall be paid during working hours.

Accommodation of Workers

15. The employers bound by this award 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 worker's 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.

Unqualified Preference

16. (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, and every worker who fails to remain a member of a 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 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 award.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

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 award taken into the employer's service the previous three months and still employed.

Disputes Committee

19. If any dispute or difference shall arise between the parties bound by this award as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this award, 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 employer 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 Court of Arbitration against any such decision by the Commissioner within 14 days after it has been given.

Sick Leave

20. (a) Workers after 12 months' continuous employment with their employer shall, in the case of inability to continue work because of sickness, be entitled to sick pay up to one working week in any year, such sickness leave to be cumulative up to a total of three working weeks. "Sick pay" shall, for the purposes of this clause, mean ordinary pay.

(b) If required by the employer, sick leave shall be subject to the worker concerned producing a medical certificate from a doctor approved by the employer certifying to the worker's indisposition and inability to continue work.

Term of Award

21. This award, 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 19th day of October 1964, and so far as all other provisions in this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 31st day of May 1966.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 24th day of November 1964.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 16 in the award in the form in which it was agreed upon in the Council of Conciliation.

The rates of remuneration prescribed by this award are *not* to be increased by the application of the provisions of the Court's general order of 19 August 1964.

A. TYNDALL, Judge.