

INVERCARGILL CITY COUNCIL GAS WORKS EMPLOYEES—INDUSTRIAL
AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 16th day of November 1965, between the Invercargill City Council (hereinafter called the "employer") of the one part, and the Otago and Southland Gas Works 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 employers as follows:

—
SCHEDULE

Scope and Application of Agreement

1. This agreement shall apply only to employees of the Invercargill 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 shifts every week or fortnight, as may be mutually arranged, so that the day-work shall be divided equally 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 rate as stokers.

Wages

3. (a) The minimum rate of wages to be paid to the undermentioned classes of workers shall be as follows:

	Per hour s. d.	
Leading intermittent vertical chambers and carburetted water gas plant operators	8	3
All other I.V.C. and C.W.G. operators	7	11
Yardmen	7	3½
Service-layers	7	5¾
Main-layer	7	6½
Tar-plant operator	7	6½

(b) Adult workers with 12 months or more continuous service with the Invercargill City Council Gasworks Department shall be paid a service bonus of 8s. per week; and after five years of such service this bonus shall be increased to 12s. per week.

Dirty Work

4. (a) Workers employed in emptying and refilling oxide in purifier boxes shall receive 8d. per hour in addition to their ordinary rate of pay. Workers employed handling and mixing new oxide shall receive 5½d. per hour in addition to their ordinary rate of pay.

(b) Workers employed cleaning out tar or distillate tanks shall receive 8d. per hour in addition to their ordinary rate of pay. Any worker required to work inside tar or distillate tanks shall be paid 6s. 6¾d. per hour whilst so employed.

(c) Day-workers on tar-pump and sales shall receive 2¾d. per hour above yardmen's rates and shall be provided annually with overalls.

(d) Workers employed filling retorts with coke, patching retorts, cleaning retort-bench flues, cleaning tar-mains, seal-pot, governor, and waste-heat boilers in retort-house, attending to fires in coal-hoppers, assisting to clean fire in emergency screening of char, cleaning washers and scrubbers and cleaning out main water-well and rain drains shall receive 8d. per hour in addition to their ordinary rate of pay.

(e) Yardmen employed unloading trucks by hand or employed in coal-tipping pit, or spreading coal in vertical-retort bunkers shall be paid at the rate of 2s. 3½d. per ton.

(f) Yardmen employed at painting or inspecting and/or greasing gas-holders shall be paid at painters' rates in accordance with the terms of the New Zealand Painters' Award.

(g) Yardmen employed forking and loading coke and working coke breaker shall receive 2¾d. per hour extra above yardmen's rates.

Wet Weather

5. (a) Where it is required that work shall be carried on in wet weather waterproof coats 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 2s. 3½d. 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

6. (a) Every worker coming within the scope of this agreement 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, the birthday of the reigning Sovereign, 2 January, and Anniversary Day, and no deduction shall be made from the weekly wage of any worker in respect of any such holiday.

(b) Workers, other than shift-workers, who are required to work on any holiday mentioned in subclause (a) hereof or on 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. Double time rates shall mean the ordinary rate for the time worked in addition to the ordinary day's pay.

(c) Workers, other than shift-workers, shall be granted two weeks (10 working days) annual leave after 12 months' service, except that a worker on the completion of the eleventh and each subsequent year of continuous service with the council shall be given three weeks holiday. 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.

(d) Any worker who has been employed for not less than three months and who is discharged or leaves on 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.

(e) 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 any 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 holiday shall receive their holiday pay in advance up to the end of the current holiday period.

Overtime

7. (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, computed on a daily basis.

(b) 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 emergency to resume duty shall be paid for a minimum of four hours at overtime rates.

Shift-workers' Holidays and Overtime

8. (a) Shift-workers who have been employed for 12 months shall receive three weeks (15 working days) 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 shall 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 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 (15 working days) annual holiday on full pay, the 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 hereof 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 a shift falls outside of the hours between 6.30 a.m. and 6 p.m. Monday to Sunday inclusive, a shift rate of 5s. per shift extra 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 as ordinary rate for time worked up to 12 o'clock noon and double time thereafter.

(g) 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 day's holiday in lieu thereof.

(h) Whenever an employee is alone on the premises between the hours of 5 p.m. and 8 a.m. he shall be paid 1½d. per hour additional to the rate prescribed.

Travelling Allowance

9. 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 clause shall not apply to shift-workers whose regular location of employment is at the gas works but a bicycle allowance shall be paid to all shift-workers by the employer at the rate of 4s. weekly.

Tools

10. (a) The employer shall provide each worker with such tools as he may require and, if necessary, 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 4s. per week for maintenance whilst the bicycle is so employed.

Distribution of Overtime

11. Every effort shall be made for an equal distribution of overtime amongst the employees.

General Conditions

12. (a) Any worker, other than a shift-worker, employed in filling a casual vacancy caused through sickness or default of the abovementioned workers shall receive 5s. 11d. 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 which the class of man he relieves would have received for that work.

(c) Any worker, other than a whole-time shift-worker, when employed relieving shall receive the same rate of wages as the man he relieves would have received for that work.

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

(e) 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.

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

(g) All gas works 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.

(h) A suitable heating appliance shall be provided at the works for employees who require to heat their food.

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

(j) Any workers required to work in any compartment or confined space where the heat exceeds 110 degrees Fahrenheit shall be paid 6d. 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.

(k) Any leading operator may be required to teach a learner for operator's duties.

(l) The employers shall pay a weekly allowance of 5s. to each employee covered by this agreement to cover the provision by each such employee, at his own expense, of the following articles: overalls and boots, clogs and gloves.

(m) 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 or any urgent repair job held up through the operation of this clause.

Meal Money

13. 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 that such workers cannot reasonably get home to their meals in one hour.

Termination of Employment

14. 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

15. All wages shall be paid during working hours, not later than Thursday.

Accommodation of Workers

16. 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 clothes, and also shall provide lockers for the safe keeping of the workers' clothing, and make adequate provisions for hot and cold shower baths. Where reasonably necessary, the employers shall provide sanitary conveniences for the accommodation and reasonable comfort of outside workers.

Unqualified Preference

17. (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 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 rates of wages prescribed for adult workers by this agreement.

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

Right of Entry

18. 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

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

Disputes Committee

20. Any dispute or difference that may arise between the parties bound hereby, or by any of them, as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this agreement, every such dispute or difference as the same shall arise 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, 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 shall have the right of appeal to the Court of Arbitration against any such decision by the commissioner within 14 days after it has been given.

Under-rate Workers

21. (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.

Sick Leave

22. Employees with under two years of service to be allowed full pay for a period not exceeding one week in any one year. Employees with service over two years and up to five years to be allowed full pay for a period not exceeding two weeks in any one year, and employees who have service of five years or over to be allowed full pay for a period not exceeding one month in any one year whilst absent from work through sickness. After the expiry of the above periods on full pay, half pay to be granted for similar periods if the employee is still absent from duty through sickness. These provisions shall not apply where accumulated leave clause is more beneficial to the employee.

A medical certificate must be furnished by the employee to his employer in support of the employee's claim for sick pay, such medical certificate to be in the hands of the city council or its chief executive officer not later than 12 noon on the third day that the employee is off duty through sickness, otherwise payment of wages will cease.

If sickness does not occur in any year, sick leave up to one week shall accumulate for the following years of service if sickness occurs later, but with a maximum of three months' sick leave on full pay followed by an equal term on half pay.

For the purposes of calculating sick leave, "service" shall mean continuous service with the city council, and shall be calculated as from the appointment of the employee to the city councils service.

Term of Award

23. This industrial agreement shall be deemed to have come into force on the 1st day of September 1965, and shall continue in force until the 31st day of August 1967.

In witness whereof the common seal of the Otago and Southland Gas Works and Related Trades Employees' Industrial Union of Workers was hereunto affixed in the presence of:

G. S. SCOONES, Secretary.

In witness whereof the common seal of the Corporation of the Mayor, the Councilors and the Citizens of the City of Invercargill was hereunto affixed in the presence of:

N. L. WATSON, Mayor.
L. A. BEST, Town Clerk.