

AUCKLAND GAS COMPANY CONVERSION EMPLOYEES –
INDUSTRIAL AGREEMENT

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 this 3rd day of July, 1973, between Auckland Gas Company Limited (hereinafter called "the employer") of the one part and the New Zealand Plumbers-Gasfitters and Related Trades Industrial Union of Workers (hereinafter called "the union") of the other part witnesseth that it is hereby mutually agreed between the employer and the union as follows:

SCHEDULE

INTERPRETATION

1. This industrial agreement shall apply to workers employed by Auckland Gas Company Limited on the conversion of domestic, commercial and industrial gas appliances and other related work required for the conversion to the use of natural gas in the North Shore area of Auckland. Nothing herein shall apply to supervisors whose duties are primarily overseeing.

HOURS OF WORK

2. (a) The ordinary hours shall be eight per day to be worked between 7.30 a.m. and 5 p.m. each day from Monday to Friday both days inclusive.

(b) The daily hours shall be continuous except for an interval of one hour for lunch. No worker shall be required to work more than five hours continuously without an interval for a meal.

OVERTIME

3. (a) To meet the exigencies of operations it shall be a condition of employment subject to this agreement that workers shall be required to work overtime as directed by the employer outside or in excess of the hours prescribed in clause 2 of this agreement.

(b) Except as otherwise provided, all work done outside or in excess of the ordinary hours prescribed in clause 2 of this agreement, shall count as overtime and shall be paid for at the rate of time and a half for the first three hours each day and double time thereafter.

(c) Work done on Saturdays between 7.00 a.m. and noon shall be paid for at the rate of time and a half for the first three hours and double time thereafter. Time worked on Saturday after 12 noon shall be paid for at double time rates.

(d) All work done between the hours of 10.00 p.m. and 7.30 p.m. the next morning shall be paid for at double time rates; providing that workers commencing work between the hours of 7.00 a.m. and 7.30 a.m. (except on a Sunday or prescribed holiday) shall be paid at the rate of time and a half between such hours.

(e) Any worker having worked all day and night and working into the ordinary working hours of the next day shall be paid double time rates for all such time worked on the second or succeeding days until a complete break of eight hours has been allowed.

(f) Any worker having worked all day and having continued to work until after midnight shall be given eight hours off without loss of pay for ordinary working time (as prescribed in subclause (a) of clause 2 of this agreement) occurring during such absence, or be paid double time rates for all time worked on the second or succeeding days.

(g) Any time worked on Sunday shall be paid for at double time rates.

(h) When a worker works all night and continues working through the second and/or succeeding days he shall either be provided with substantial meals or paid an allowance of 90 cents for each meal until he ceases working. Where a worker is required to obtain a meal after 12 midnight or on a Saturday, Sunday or a holiday, the employer shall pay 15 cents surcharge additional.

(i) Any worker required to work on Saturday afternoon or Sunday or on any holiday shall be paid not less than two hours pay.

WAGES

4. (a) The rates of pay for conversion adjusters shall be \$1.93 per hour.

(b) The worker who is responsible for carrying out the work and who gives instructions to the other workers shall be paid 56 cents per day in addition to the abovementioned wages.

(c) Workers designated as complaints men shall be paid 8 cents per hour extra.

(d) An industrial allowance of 63 cents per day shall be paid to all workers covered by this agreement to replace completely the range of special payments for wet, dusty, dirty or offensive work, confined space, heat, height and all other allowances pertaining to working conditions.

TRAVELLING ALLOWANCES

5. (a) The workers genuine place of residence shall be deemed to be Auckland City.

(b) Except where a worker is supplied by the employer with transport from his place of residence to the job and return, an allowance of one half-hour at ordinary rates per day shall be paid to each worker required to report for duty on the job away from the employers depot or workshop at the appointed starting time on any day.

(c) The employer shall convey the worker free of charge or pay his economy class air fare to Auckland when the worker is engaged outside New Zealand and the employer shall again convey him or pay his fare to the original place of engagement on completion of the conversion contract providing that the worker remains in continuous employment with the employer during the whole of the conversion contract, except if a worker through no fault of his own, i.e. sickness, accident, bereavement of close family or any other reason to be mutually agreed upon between both the parties.

(d) When the worker is engaged outside New Zealand, suitable board and lodgings shall be provided at the employers expense or, in lieu thereof, pay him for each day of the week the sum of \$7.00 provided that if a worker fails to report for duty without reasonable cause or the production of a medical certificate at the prescribed time on Monday or the first working day following a statutory holiday his right to payment of the board and lodging allowance in respect of the preceding Sunday or statutory holiday shall be forfeited.

MOTOR CARS

6. Where a worker is requested by the employer to use his own motor car on the employers' business within the current section and the worker agrees to do so he shall be paid a car allowance of \$1.50 per day and he shall be responsible for arranging his own insurance and shall produce evidence of same to the employer. An additional allowance of 8 cents per mile shall be paid to the worker when by agreement with the employer he uses his own motor car on the employers' business outside of the current section.

PAYMENT OF WAGES

7 (a) All wages shall be paid weekly not later than Thursday and where practicable within working hours on the job location; provided that where any holiday falls on a Friday wages shall be paid not later than the preceding Wednesday.

(b) Subject to the provisions of clause 8 (c) hereof all wages shall be paid immediately following the dismissal of a worker and when a worker leaves of his own accord he shall be paid as soon as practicable thereafter.

(c) Each worker, when payment is made, shall be supplied with a statement, showing details of his wages and any special payments for the pay period, details of any deductions made from his earnings, and the net amount being paid to him.

(d) At the request of the union, the employer shall deduct union fees from the wages of each worker and shall pay the fees as deducted at monthly intervals to the Union.

TERMS OF EMPLOYMENT

8. (a) In the case of workers with less than six weeks service, two hours notice of termination shall be given by either party. In the case of workers with more than six weeks service, one weeks notice of termination shall be given by either party. Nothing in this clause shall prevent an employer from summarily dismissing a worker for wilful misconduct.

(b) Should the notice required to be given in subclause (a) of this clause not be given by either party then two hours pay, in the case of workers with less than six weeks service, shall be paid or forfeited as the case may be, and one weeks pay in the case of all other workers shall be paid or forfeited as the case may be.

(c) On 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.

HOLIDAYS

9. (a) All workers covered by this agreement who have been employed at any time during the fortnight ending on the day on which the holiday occurs shall be entitled to the following holidays at ordinary rates of pay, unless the holiday falls on a day other than an ordinary working day: Christmas Day, Boxing Day, New Year's Day and the day following, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day and Anniversary Day or a day in lieu thereof.

(b) Should any of the holidays (other than Anzac Day) mentioned in subclause (a) of this clause fall on a Saturday or a Sunday, such holiday shall be observed on the next working day.

(c) Time worked on any Sunday or on any of the holidays mentioned in subclause (a) of this clause shall be paid for at the rate of double time in addition to any payment to which a worker may be entitled under subclause (a) of this clause.

ANNUAL HOLIDAYS

10. (a) Where the employment of any worker is terminated at the end of the period of employment which is not less than three weeks but less than one year, the employer shall forthwith pay to the worker in addition to all other amounts due to him, an amount equal to 4 percent of his gross taxable earnings but not exceeding 6.8 percent of his gross ordinary pay for that period of employment.

(b) Where the period of employment is less than three weeks the amount to be paid as proportionate holiday pay shall be as prescribed in the Annual Holidays Act 1944.

(c) For the purpose of this clause any job completion bonuses paid at the expiration of the contract work shall not be taken into account in the assessment of the average weekly taxable earnings and ordinary pay shall be as defined in the Annual Holidays Act 1944.

JOB COMPLETION

11. If a worker remains in the employment of the company until the completion of the gas conversion contract he shall become entitled, on the termination of his employment, to a job completion bonus calculated at the rate of \$40 per month for each completed month of service with the employer. The rate of bonus in this clause shall not be subject to any General Wage Order of the Court of Arbitration. Any worker summarily dismissed for wilful misconduct prior to the completion of the gas conversion contract shall not be entitled to any benefit under this clause. If a worker, through no fault of his own, as described in clause 5 (c), and also allowing for the contract going over the prescribed time, the completion bonus shall be paid on a pro rata basis of \$10 per week.

TOOLS AND OVERALLS

12. (a) The employer shall supply to each worker two pairs of overalls which shall be laundered and repaired at the employers expense and renewed where necessary.

(b) The employer shall provide all tools necessary for carrying out the work, such tools shall be returned in good condition, reasonable wear and tear accepted, or they shall be paid for by the worker to whom they were issued, subject to the employer being responsible for insuring such tools against loss by fire, burglary and theft. The employer shall also be responsible for providing a properly secured and convenient place for tools to be kept.

(c) The employer shall provide workers required to work outside or proceed from job to job within a section in wet weather with suitable and adequate waterproof clothing.

MEAL MONEY

13. (a) Workers called upon to work overtime after 5.30 p.m. on Monday, Tuesday, Wednesday, Thursday or Friday or after 1 p.m. Saturday, Sunday or holidays shall be provided with a substantial meal or, at the employers option, be paid 90 cents meal money.

(b) Where a worker is required to obtain a meal after 12 midnight or on a Saturday, Sunday or holiday the employer shall pay 15 cents surcharge additional.

(c) When working overtime under conditions where a worker cannot obtain a meal without incurring extra travelling expense the employer shall reimburse such extra expense.

(d) No worker shall be employed on overtime for more than five hours without an interval for a meal.

(e) This clause shall not apply where the employer is already providing suitable board and lodgings or an allowance in lieu thereof.

FIRST AID KITS

14. First aid kits shall be provided for the use of workers and shall be in the care of a responsible person.

WAGES AND TIME BOOK

15. Every employer bound by this agreement shall at all times keep a wages and time book in which shall be correctly recorded the following details in the case of each worker employed under the agreement:

(i) The name of the worker.

(ii) His age, if under 21 years of age.

(iii) The kind of work on which he is usually employed.

(iv) The hours of his employment during each day, and the days of his employment during each week.

(v) His starting and finishing times.

(vi) The wages paid to him each week.

NOTIFICATION OF WORKERS

16. Upon written application by the secretary of the worker's union in the district the employer shall supply, by mail within 21 days, the names, addresses, and category of all workers in his employ who are engaged on work coming within the scope of this agreement, but the employer shall not be under any obligation to supply such information more often than once in every three months.

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 as 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.

DISPUTES

18. The essence of this agreement being that the work of the employer shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference should arise between the parties bound by this agreement as to any matter whatsoever arising out of or in connection therewith and not dealt with in this agreement every such dispute or difference shall be referred to a committee composed of two representatives of each side together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Each side shall have the right of appeal to the Court of Arbitration within 14 days after such decision has been made known to the party desirous of appealing.

TERM OF AGREEMENT

19. This agreement insofar as the provisions relating to rates of pay are concerned shall be deemed to have come into force on the 10th day of July, 1973, and so far as all other provisions of the agreement are concerned it shall come into force on the day of the date hereof and this agreement shall continue in force until the 21st day of December, 1973.

Signed on behalf of Auckland Gas Company Limited:

A. Veart.

Signed on behalf of the New Zealand Plumbers, Gasfitters and Related Trades Industrial Union of Workers.

Eric Duncan.