

CANTERBURY INDUSTRIAL DISTRICT.

(11008.) CHRISTCHURCH TRAMWAY BOARD WORKSHOPS
EMPLOYEES.—AGREEMENT UNDER THE LABOUR DISPUTES
INVESTIGATION ACT, 1913.

THIS agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 24th day of February, 1936, between the Christchurch Tramway Board of the one part, and the Amalgamated Engineering and Allied Trades Industrial Union of Workers (Christchurch Branch) of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE.

1. Wages.

The minimum wages for the undermentioned men in the employ of the Board shall be as follows:—

	Per Hour.	
	s.	d.
Day-work—		
Arc welders	2	6½
Arc welders (permanent-way, forty-four hours week)	2	5¼
Fitters and turners	2	4¼
Electricians	2	4¼
Blacksmiths	2	4¼
Machinists	2	4¼
Moulders	2	4¼
Motor mechanics	2	4¼
Drillers	2	1¾
Strikers	2	1¾
Night-work—		
Fitter (who also acts as foreman for one night per week)	2	4½
Wages to be paid during working-hours.		

2. *Hours of Work and Overtime.*

(a) Day-work: Forty hours shall constitute an ordinary week's work, which shall be worked on five days of the week, Monday to Friday inclusive, made up of eight hours, between the hours of 7.30 a.m. and 5 p.m.

(b) All time worked in excess or outside of the hours mentioned in subclause (a) of this section shall be paid for at the rate of time and a half.

(c) Notwithstanding anything contained in subclauses (a) and (b) of this clause, the Board's Engineer shall be permitted to arrange a roster to provide for the necessary staffing of the workshops on Saturdays between the hours of 7.30 a.m. and noon, and men detailed for Saturday mornings work shall be allowed equivalent time off during the week; workers required for Saturday work shall be notified two weeks previously.

If men rostered for duty on Saturdays are unable to report, due to any unforeseen circumstances, the Engineer may, if necessary, call upon other employees to do their work.

Work done on Saturdays under these circumstances shall be paid for at ordinary rates.

Arc welders: Arc welders when employed on permanent-way shall be subject to the same hours of work and overtime and holiday clauses as the permanent-way staff.

(d) Night-work: Eight hours on six nights of the week, but subject to any alteration in hours of work of night car-cleaning men which may be made in agreement with Tramway Industrial Union of Workers. All time in excess of those hours per night shall be paid for at the rate of time and a half.

(e) Special circumstances: When special circumstances arise, inseparable from the requirements of public transport, the hours mentioned above may be departed from, but they shall be eight hours per shift. All time in excess of eight hours shall be paid for at the rate of time and a half. Under these special circumstances, a half hour's meal-time shall be given and paid for.

3. *Special Days.*

(a) Work done on Sundays, New Year's Day, 2nd January, Good Friday, Easter Saturday, Easter Monday, Anzac Day, King's birthday, Labour Day, Christmas Day, and Boxing Day, shall be paid for at time and a half rates.

Car-shed fitters employed at night are not included in this subclause (a).

(b) Work done by the fitter employed at night in the car-cleaning shed on Sundays, Anzac Day, Christmas Day, and Good Friday shall be paid for at time and a half rates.

4. *Dirty Work.*

Dirt-money in addition to the wages mentioned above shall be paid to journeymen-engaged on traction-engines, steam-locomotives, bitumen-plant and power-house boilers, and to journeymen in the pits working on undergear of tramears and buses.

The Engineer shall decide whether or not any particular job comes under this clause, subject to an appeal to the General Manager.

The dirt-money shall be 1½d. per hour while the worker is employed on the dirty work, but this pay shall be for not less than four hours on any one day.

5. *Improvers.*

At the conclusion of his term of apprenticeship with the Board an employee may be paid at lower rates than those fixed in clause 1—viz., at 2s. 0½d. per hour for a period not exceeding twelve months in the case of men already in the Board's service, and for a period of not exceeding one year for any men engaged after the date of this agreement.

6. *Engineering Students.*

Any student of any recognized University Engineering College in the Dominion who engages himself to the Board for the purpose of obtaining practical experience during the college vacation, to supplement his theoretical training, shall be exempt from these conditions: Provided that the Board shall not dismiss a worker in order to make room for such student.

7. *Medical Certificates.*

Employees absent through illness for four or more days will be required to present a medical certificate before returning to work. The object of this clause is to prevent men on sick leave returning to work before they are fit to do so.

8. *Workshop Holidays.*

(a) At the expiration of twelve months' service, or as soon thereafter as possible, each employee shall be entitled to seven

days' holiday. The Board shall pay for such holidays at ordinary rates of pay for fifty-six hours. The night fitter (employed forty-eight hours per week) shall receive thirteen days' annual holiday.

(b) The dates of all holidays shall be at the discretion of the Board's Engineer, and may be varied from time to time by him in accordance with the exigencies of the service. Employees shall receive at least fourteen days' notice of the holiday dates allotted to them.

(c) On application, holiday pay, when holidays are taken on consecutive days, shall be paid in advance.

(d) Employees shall be permitted to extend the period of holidays at their own cost on giving fourteen days' notice.

9. *Terms of Engagement.*

Notwithstanding that this agreement provides for a minimum of forty hours work per week, not less than eight hours' notice of termination of employment shall be given by the employer and the employee. This clause shall not apply to men with less than six months' continuous service.

10. *Suspension, &c.*

The employer shall have the right, in addition to its powers under section 9, to suspend without notice, or disrate, or otherwise punish an employee for breach of its regulations, subject to the employee's right of appeal under the Tramway Amendment Act, 1910.

11. *Interpretations.*

When any disagreement arises as to the interpretation or working of any clause in these conditions, no proceedings shall be taken by either party in the dispute until the matter has been submitted to a special committee comprising two members of the Board and two representatives of the employees. An agreement, when arrived at, will be binding on both parties.

12. *Preference.*

(a) If the Board shall hereafter engage any worker coming within the scope of this agreement who shall not be a member of the union, and who shall not become a member thereof within seven days after his engagement and remain such member, the Board shall dismiss such worker from its service if requested to

do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b) The provisions of this clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this agreement of good character and sober habits to become a member of the union, upon payment of an entrance fee not exceeding 5s. upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 9d. per week, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

(c) Whenever the Board shall employ a worker who is not a member of the union it shall, within three days thereafter, give notice in writing of such employment to the secretary of the union.

(d) On request by the secretary of the union, the Board shall supply a list of names of its workers employed under the provisions of the agreement, but not oftener than once every three months.

13. *Passes.*

Annual passes at 7s. 6d. each shall be given and must be taken by all employees under this agreement. The price of the pass may be paid by the employee in instalments over not more than three pay-periods. The year shall commence on 1st January, 1935, or, in the case of new employees, on the date they enter the service. No reduction for any shorter period shall be allowed. The passes may be issued by the Board every three months. They must bear the employee's name and must be shown by him to the conductor on each journey even if not demanded. They will not be transferable. The passes must be surrendered when an employee leaves the service. Holders of these passes must not occupy seats if there are any passengers standing on the cars. These passes shall not be available for use on any bus being operated for the Board by a contractor who retains the receipts thereof.

14. *Term.*

These conditions shall come into force on the 2nd day of December, 1935, and remain in force until the 31st day of March, 1937.

Dated this 23rd day of March, 1936.

Signed on behalf of the Christchurch Tramway Board.

J. K. ARCHER, Chairman.

[L.S.] GEO. MANNING, Deputy-Chairman.

H. E. JARMAN, General Manager and Secretary.

Signed on behalf of the Amalgamated Engineering and Allied Trades Industrial Union of Workers—

REGINALD JONES.

JAMES WILLIAM DUNLOP.

G. T. THURSTON.

[L.S.]

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards, Christchurch, pursuant to section 8 (1) of the said Act, on the 25th March, 1936.
