DUNEDIN CITY CORPORATION COACH-WORKERS.—INDUSTRIAL AGREEMENT.

This industrial agreement, made in pursance of the Industrial Conciliation and Arbitration Act, 1925, this 8th day of February, 1938, between the Dunedin City Corporation (hereinafter called "the employer"), of the one part, and the Otago and Southland Coachworkers' and Wheelwrights' 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.

Classification of Labour.

1. Two classes of labour shall be recognized—viz., journeymen (including woodmen, painters, and machinists) and apprentices.

Hours of Work.

2. Forty hours shall constitute an ordinary week's work. Eight hours shall constitute an ordinary day's work. The

ordinary working-hours shall be between the hours of 7.30 a.m. and 5 p.m. on five days of the week, from Monday to Friday inclusive.

Wages.

- 3. (a) The minimum rate of wages for journeymen shall be 2s. 9d. per hour.
- (b) Journeymen shall be paid $\frac{3}{4}$ d. per hour extra as toolallowance.
- (c) Wages shall be paid on the regular pay-day adopted by the Dunedin City Corporation.

Overtime.

- 4. (a) All time worked outside or in excess of the ordinary working-hours prescribed in clause 2 hereof shall be paid for at the rate of time and a half for the first four hours and double time thereafter.
- (b) Notwithstanding anything contained in subclause (a) hereof, if any worker coming within the scope of this agreement is required to work after 9 p.m. he shall be paid double-time rates for such work.

Holidays.

- 5. (a) For all time worked on Sundays double-time rates shall be paid.
- (b) The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, birthday of the reigning Sovereign, Christmas Day, Boxing Day, and such other holidays as may from time to time be authorized by the Council.
- (c) All time worked on any of the holidays prescribed in subclause (b) hereof shall be paid for at double-time rates in addition to the day's pay.
- (d) All employees coming within the scope of this agreement with twelve months' service shall be granted an annual leave of ten days on full pay, to be taken at such time as may be convenient to the employer. An employee with less than twelve months' service shall be granted a proportionate annual holiday on full pay. Statutory holidays shall not be included in annual leave.

Meal-money.

6. The employer shall allow meal-money at the rate of 2s. 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.

Dirty Work.

7. Workers coming within the scope of this agreement required to work in pits at the undergear of tram-cars, or any other work as may be mutually agreed upon as coming within the definition of "dirty work," shall receive 2s. per day extra as dirt-money. The "day" shall mean any portion of the twenty-four hours during which the worker has been employed at such work.

Night-work.

8. Notwithstanding anything contained in clause 2 hereof, workers may be employed regularly at night, and for such work shall be paid 1s. 6d. per shift extra. Workers employed under this clause shall be allowed thirty minutes crib-time without deduction from pay. Men shall not be employed under this clause for less than one week.

Matters not provided for.

9. The essence of this agreement being that the work of the employer shall not on any account be impeded but shall at all times proceed as if no dispute had arisen between the parties as to any matter whatsoever arising out of or connected therewith, and not specifically dealt with herein, every such dispute or difference shall be referred to a committee to be composed of two representatives on each side, together with an independent chairman to be mutually agreed on or, in default of agreement, to be appointed by the Conciliation Commissioner. The decision of the majority of the committee shall be binding, and if no decision is arrived at, either party may appeal to the Court of Arbitration, giving notice of such appeal to the other party within fourteen days after the failure of the Disputes Committee to arrive at a decision, or the Disputes Committee itself may refer the matter to the Court of Arbitration for decision.

Workers to be Members of Union.

10. (a) It shall not be lawful for the employer to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement or who is not for the time being a member of a tradeunion registered as such before the 1st day of May, 1936, and which is bound by this agreement: Provided, however, that any non-unionist may be continued in any position or employment by the employer during any time while there is no member of union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(Note.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Term of Agreement.

11. This agreement shall come into force on the 2nd day of December, 1937, and shall continue in force until the 2nd day of December, 1939.

Signed on behalf of the union-

Fred Tombs.
Robert P. Lymburn.

In the presence of—J. Robinson, J.P.

In witness whereof the common seal of the Mayor, Councillors, and Citizens of the City of Dunedin as employer was hereunto affixed in the presence of—

[L.S.]

E. T. Cox, Mayor. W. A. Scott, Councillor.