

**CHRISTCHURCH TRAMWAY BOARD INSPECTORS AND
FOREMEN.—INDUSTRIAL AGREEMENT.**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 6th day of February, 1939, between the Christchurch Tramway Board (hereinafter called "the Board" or "the employer"), of the one part, and the Canterbury Local Bodies' Officers' (other than Clerical) Industrial Union of Workers (hereinafter called "the union"), of the other part, whereby it is mutually agreed by and between the said parties as set out in the following Schedule.

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SCHEDULE "A."

INSPECTORS.

Scope of Agreement.

1. This agreement shall apply to Inspectors classified as follows: Inspectors, Grade A; Inspectors, Grade B.

An Inspector in Grade B shall be promoted to Grade A after five years' service in the Board's employ as an Inspector, provided that his record respecting efficiency and the carrying-out of his duties entrusted to him, in the opinion of the Board, warrants such promotion. In recognition of specially meritorious work the Board may from time to time reduce the length of service necessary for promotion from Grade B to Grade A.

Hours of Work.

2. The hours of work of Inspectors shall be forty per week, consisting of five week-days of eight hours one week, and four week-days of eight hours and one Sunday of from six to seven hours the second week. Sundays off and on to alternate as far as practicable.

Overtime.

3. (a) Inspectors required by the Board to work overtime on race days, public holidays, and at sports fixtures shall, if they fall on working-days, be performed without extra pay.

(b) Inspectors required by the Board to be on duty on Christmas Day, Good Friday, or Anzac Day shall be given a day's leave for each day so worked. Such time off to be added to the annual leave, or shall be taken at such other time as may be mutually agreed upon.

(c) When an Inspector's day off is cancelled he shall be paid at time and a half rates, with the minimum of eight hours on week-days and six hours on Sunday.

Salaries.

4. The following shall be the rates of salary payable to the several classes of officers:—

Inspectors—				Per Annum.
				£
Grade A	..	..	..	365
Grade B	..	..	..	339

Duties.

5. Duties of Inspectors shall be confined to the preparation for the work of motormen and conductors. The supervision of such work, and all matters incidental thereto, including under emergency conditions the operation of cars, all as may be directed by the Traffic Manager.

Uniforms.

6. (a) Every Inspector shall be provided with one tunic every twelve months, one pair of trousers every nine months, one mackintosh overcoat and one cloth overcoat every three years. Cap and cap-covers shall be provided on request, provided that in the opinion of the Board new ones are necessary.

(b) All uniforms as set out in subclause (a) hereof shall be supplied by the Board and remain the property of the Board.

Meal Relief and Sick-pay.

7. The present conditions in force regarding meal-hours, shift duty, and sick-pay to remain.

Complaints.

8. (a) Any charges laid against an officer shall be made in writing by the complainant within forty-eight hours after the subject-matter thereof came to the complainant's knowledge, and the officer concerned shall be notified thereof within twelve hours of its receipt. He shall be entitled to see and make a copy of such complaint before being called upon to answer the charge. In computing the above time, Sundays and holidays shall be excluded.

(b) An officer covered by this agreement may call evidence when an inquiry is held. If the complaint is made by another employee of the Board, he shall, when necessary, be required to be present.

(c) He may be represented by the secretary of the union.

Annual Leave.

9. (a) An Inspector shall be entitled to three weeks' annual leave on full pay. Such leave shall be given on continuous days and on dates suitable to the Board.

(b) Annual leave may accumulate for, but not beyond, two years with the consent of the Board.

(c) If at any time an Inspector shall leave the Board's employ before a full annual leave is earned, he shall be entitled to part of such annual leave earned up to the time of leaving the Board's employ.

Passes.

10. Inspectors shall be provided with passes to enable them to travel free on the cars and buses at all times; such passes shall not be those requiring to be punched.

SCHEDULE "B."

PERMANENT-WAY GANGERS AND YARD FOREMAN.

Hours of Work.

11. (a) The regular hours of work of permanent-way gangers shall be forty hours per week, consisting of five week-days to be worked from Monday to Friday, both days inclusive. The clock-hours to be the same as the men over whom they exercise control.

(b) That up to forty-four hours per week may be worked on important and special work without payment of overtime.

(c) That each weekly period of hours shall stand separately.

Overtime.

12. (a) Men covered by this section required by the Board to work in excess of forty-four hours in each working-week shall be paid time and half rates, or such time shall be added at the same rate to the annual holiday.

(b) Gangers shall not be called upon to work overtime without their men.

(c) That the Board has given a definite assurance that overtime be eliminated except for very special work which makes overtime unavoidable.

Salaries.

			Per Annum.
			£
13. Permanent-way gangers	..	..	312
Yard foreman	..	..	312

The yard foreman to receive an additional £8 per annum for regular additional duties.

14. Duties of permanent-way gangers and yard foreman shall be as prescribed by the Engineer, and include the supervision of men placed under their control.

Wet-weather Clothing.

15. (a) Every permanent-way ganger shall be supplied with a waterproof coat, and gum boots as required.

(b) All clothing as set out in subclause (a) hereof shall be supplied by the Board and remain the property of the Board.

Sick-pay.

16. The same conditions as apply to Inspectors.

Annual Leave.

17. (a) A permanent-way ganger, and yard foreman who has had twelve months' continuous service with the Board shall be entitled to an annual leave of two consecutive weeks on full pay.

(b) Annual leave may accumulate for, but not beyond, two years with the consent of the Board.

(c) If at any time a ganger or yard foreman shall leave the Board's employ before a full annual leave is earned, he shall be entitled to part of such annual leave earned up to the time of leaving the Board's employ.

Statutory Holidays.

18. The following days shall be observed as public holidays for permanent-way gangers and foremen, and shall not count as part of the annual leave: New Year's Day and the day following, Good Friday, Easter Saturday, Easter Monday, King's Birthday, Anzac Day, Labour Day, Show Day, Christmas Day, Boxing Day.

Should New Year's Day or Christmas Day fall on a Sunday, the holiday shall be observed on the Monday following, and any subsequent holiday be moved forward one day.

Passes.

19. Permanent-way gangers and yard foreman shall be supplied with a pass to enable them to travel on the cars and buses at all times at the cost of 7s. 6d. per annum, the pass to be surrendered when such employees leave the service of the Board.

CLAUSES APPLICABLE TO SCHEDULES "A" AND "B."

Preference.

20. From and after the date when this agreement comes into operation, all persons subsequently appointed to positions covered by this agreement shall become members of the Canterbury Local Bodies' Officers' (other than Clerical) Industrial Union of Workers within one month of such appointment.

Terms of Employment.

21. One month's notice of termination of employment shall be given by the employer and employee; but this shall not prevent the Board from dismissing the employee without notice for good and substantial cause.

Right of Entry upon Premises.

22. The secretary or other authorized officer of the union shall be entitled to enter at all reasonable times upon the premises or offices of the Board for the purpose of interviewing any employee in connection with the operation of this agreement, but not so as to interfere unreasonably with the Board's business.

Matters not provided for, and Appeals.

23. (a) The essence of this agreement being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is hereby provided that if any dispute or difference shall arise between the parties bound by this agreement, or any of them, as to any matter whatsoever arising out of or connected therewith, including any dispute or difference as to the decision of the Board respecting the dismissal, disrating, or promotion of any employee, and not dealt with in this agreement, every such dispute or difference shall be referred to a committee to be composed of two representatives of the Board and two representatives of the union, none of whom shall be members of the legal profession, 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: Provided that all disputes shall be considered by the committee within one month of the date of notification to the Board or the union of such dispute.

(b) Either side shall have the right to appeal to the Appeal Board against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of making the appeal.

Term of Agreement.

24. This agreement shall come into operation in so far as it applies to salaries as from 4th July, 1938, and all other conditions as from 1st February, 1939, and shall continue in force until 31st January, 1940, or until such time as it is superseded by another agreement.

In witness whereof the parties have executed these presents.

The common seal of the Christchurch Tramway Board was hereto affixed in the presence of—

[L.S.]

JOHN MATHIESON, Chairman.

H. E. JARMAN, General Manager.

The common seal of the Canterbury Local Bodies' Officers' (other than Clerical) Industrial Union of Workers was hereto affixed in the presence of—

[L.S.]

G. E. STOKES, President.

THOS. NUTTALL, Secretary.
