

**CHRISTCHURCH TRAMWAY BOARD WORKSHOPS' EMPLOYEES.—
AWARD**

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Engineering, Coachbuilding, Aircraft, and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned Board (hereinafter called "the employers") :—

Christchurch Tramway Board, Christchurch.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 19th day of July, 1949, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 19th day of July, 1948.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Wages

1. (a) The minimum rates of wages for the undermentioned men in the employ of the Board shall be as follows:—

	per Hour.	
	s.	d.
Toolmaker or patternmaker	4	0
Fitters and turners	4	0
Electricians	4	0
Blacksmiths	4	0
Machinists	4	0
Moulders	4	0
Motor mechanics	4	0
Welders or welder cutters	4	0
Drillers	3	9
Strikers	3	9
Grinders (other than tradesmen's work) ..	3	9

The above rates shall include the welding-allowance.

(b) (i) Welders shall be supplied with overalls, goggles or helmets, and gauntlets or gloves.

(ii) Welders required to report for special overtime work shall be paid for not less than two hours at appropriate overtime rates.

(c) **Chargemen:** Where a worker has been specially directed by his employer to take charge of any job and has under his control not less than four workers, such worker shall be paid 2s. per day extra, provided that the job shall extend for one day or more.

(d) All wages shall be paid weekly and in the Board's time.

(e) Except in the case of casuals, the employment shall be deemed to be a weekly employment and no deduction shall be made from wages except for time lost through the worker's sickness or default or his absence from work through no fault of the Board.

Not less than seven days' written notice shall be given to either party of the termination of the employment, except in the case of casual hands: Provided that nothing in this clause shall prevent an employer from summarily dismissing any worker for wilful misconduct.

Hours of Work

2. Forty hours shall constitute an ordinary week's work, of which eight hours shall be worked on five days of the week, Monday to Friday inclusive, between the hours of 7.30 a.m. and 5 p.m., with an interval for a meal of not less than thirty minutes and not more than one hour.

Overtime

3. (a) All time worked in excess or outside of the hours mentioned in clause 2 shall be paid at the rate of time and a half for the first three hours and double time thereafter. Any worker who is required to work after 10 p.m. or after 12 noon on Saturday shall be paid double rates.

(b) Any worker having worked for twenty-four hours, inclusive of intervals for meals, shall not be required to continue working without his consent. If he does continue working, he shall be paid double rates for all time worked on the second day.

(c) Any worker having worked all day and night and being required to continue working on into the next day shall be paid double rates for all such time worked on the second day.

(d) Any worker having worked all day and having continued to work till after midnight shall be given eight hours off or be paid double rates for all time worked on the second day.

(e) Night-work: The hours of work for night-work shall be eight hours on five nights of the week. All time in excess of those hours per night shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(f) Special Circumstances: When special circumstances arise inseparable from the requirements of public transport, the hours mentioned in clause 2 may be departed from, but eight hours shall comprise a shift. All time in excess of eight hours shall be paid for at the rate of time and a half for the first three hours and double time thereafter. Under these special circumstances a half-hour's meal-time shall be given and paid for.

(g) Shifts: Shifts may be worked as required by the Board. A worker required to work not more than three consecutive days on shift-work outside the hours prescribed in clause 2 shall be paid at overtime rates; but if he is required to work more than three consecutive evening or night shifts he shall be paid the sum of 3s. per shift in addition to his ordinary wage.

(h) Meal Allowance: The employer shall supply a suitable meal or allow meal-money at the rate of 2s. 3d. per meal when workers are called upon to work overtime after 6 p.m. on Monday, Tuesday, Wednesday, Thursday, or Friday, or after 1 p.m. on Saturday, unless such workers can go home for a meal and return to their work in one hour, in which case the meal allowance need not be paid.

(i) All overtime shall be calculated on a daily basis.

Holidays

4. (a) The following days shall be observed as paid holidays: New Year's Day and the day following, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day. Show Day may be substituted for Anniversary Day.

Workers rostered for holiday work shall be paid a minimum of six hours; but this shall not prevent a worker from signing off when the job is completed and being paid only up to the time of such signing off.

(b) For work done on the above holidays and on Sundays or Easter Saturday, double time shall be paid.

(c) All workers shall receive a fortnight's holiday—*i.e.*, ten working-days—on full pay in each year of service, and if and when their employment is determined shall receive proportionate holiday allowance, and any worker not being able to take his annual leave at Christmas period shall be granted an extra day's annual leave.

(d) In the event of a holiday, other than Anzac Day, falling on a Sunday, such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.

Dirty Work

5. (a) Dirt-money at the rate of 2s. per day in addition to the wages mentioned in clause 1 shall be paid to workers engaged on traction-engines, steam-locomotives, mobile crane and tractors, bitumen plant, and power-house boilers, and to workers in the pits working on undergear of tram-cars and buses.

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

(c) For the purpose of this clause "day" shall mean eight hours or any portion of eight hours during which a worker is employed at work coming within the scope of (a) and (b) hereof. Any time worked in excess of eight hours on work coming within the scope of subclauses (a) and (b) hereof shall entitle the worker to an additional payment in proportion to the ratio of the amount of overtime worked to eight hours.

Tool-money

6. (a) Any motor mechanic, tradesman patternmaker, millwright, fitter, turner, or first-class machinist required to provide his own tools (except drills, taps, hack-saw blades, and files) shall supply such tools and shall be paid, in the case of a motor mechanic, 2s. 6d. per week, and in the case of any other tradesman, 2s. per week, for any week in which he works three full days or more.

(b) The allowance provided for in the preceding sub-clause shall not be payable if the employer provides all the tools required.

Overalls

7. The Board shall supply, on application and at cost, up to four suits of overalls each year for the personal use of workers bound by this award.

Improvers

8. If, in the opinion of the Apprenticeship Committee appointed in connection with the branch of the engineering industry concerned, any apprentice who has completed his term of apprenticeship is not sufficiently competent to earn the minimum rate of wages prescribed in this award, then and in such case such apprentice shall be rated as an improver for such period (not exceeding twelve months) as the Committee shall determine in order that he may qualify as an efficient tradesman. The Committee shall determine the rates that shall be paid during the term of improvership. If the Board is dissatisfied with a decision of the Committee, it may appeal to the Court within fourteen days after such decision has been communicated to it.

Engineering Students

9. Any student of any recognized University Engineering College in the Dominion who engages himself to the Board for the purpose of obtaining practical experience to supplement his theoretical training during the vacation periods.

shall be exempt from the provisions of this award: Provided that this shall not entitle the Board to dismiss a worker in order to make room for a student.

Medical Certificates and Sickness Payment

10. In order to prevent men on sick-leave returning to work before they are fit to do so, workers absent through illness for four or more days shall present a medical certificate of fitness before returning to work. Any worker falling sick shall, on the production of a medical certificate, be entitled to half-pay for the first week of sickness.

"Smoke-oh"

11. Times at which smoking shall be permitted in the workshops shall be mutually arranged between the Board and the workers in each case.

Accidents

12. (a) A modern first-aid emergency case, fully equipped, shall be kept in a convenient and accessible place in the workshops. Provision shall be made for a supply of hot water.

(b) Facilities shall be provided for rendering first-aid in the case of accident to workers while working outside the Board's place of business.

(c) The St. John Ambulance first-aid compressed kit shall be the first-aid case to be kept as required in subclause (a) and it shall be open to inspection once a month by a union official.

Access to Workshops

13. The union secretary, or any person duly appointed, shall be allowed access to any workshop at any time for the purpose of interviewing any worker coming within the scope of this award upon business connected therewith, and the Board shall give recognition to any worker who is appointed shop steward for the particular department in which he is employed.

Matters not provided for

14. If a dispute shall arise between the parties to this award upon any matter arising out of or in connection with the award and not specifically dealt with therein, it shall be referred to a committee comprised of two members of the union and two representatives of the Board, who shall appoint an independent chairman, for decision. The decision of the

majority of this committee shall be binding, except that any party adversely affected thereby shall have the right, within fourteen days after the decision is given, to appeal against the decision to the Court of Arbitration, which may amend the decision in any way as, after hearing the parties, it may consider necessary or desirable.

Workers to Members of Union

15. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

(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 award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union commits a breach of this award, and shall be liable accordingly.

(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.)

Under-rate Workers

16. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award 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 fourteen 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.

Passes

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

(b) Apprentices shall be granted a free pass.

Foremen

18. Foremen shall be exempted from the provisions of this award: Provided that if any question arises concerning their remuneration or terms of employment, such question shall be dealt with under clause 14 hereof.

Scope of Award

19. This award shall apply to the parties named herein.

Term of Award

20. This award, in so far as it relates to wages, shall be deemed to have come into force as from the commencement of the first pay period after the 3rd day of November, 1947, and so far as all the other provisions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 19th day of July, 1949.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 19th day of July, 1948.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

The rates of remuneration prescribed in this award are *not* to be increased by the application of the provisions of the Court's general orders of 9th August, 1940, and 31st March, 1942.

A. TYNDALL, Judge.
