

CHRISTCHURCH TRAMWAY BOARD **COACHWORKERS.**—  
INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement made on the 18th day of August, 1948, between the Canterbury Coach and Motor-body Builders' Industrial Union of Workers and the Christchurch Tramway Board.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided, further, that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 18th day of August, 1948, between the Canterbury Coach and Motor-body Builders' Industrial Union of Workers, of the one part, and the Christchurch Tramway Board, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 24th day of August, 1948.

[L.S.]

A. TYNDALL, Judge.

CHRISTCHURCH TRAMWAY BOARD **COACHWORKERS.**—INDUSTRIAL  
AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 18th day of August, 1948, between the Canterbury Coach and Motor-body Builders' Industrial Union of Workers (hereinafter called "the union") of the one part, and the Christchurch Tramway Board, of the other part.

That, as between the parties hereto, the terms, conditions, stipulations and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and the said terms, conditions, stipulations, and provisions shall be and are hereby incorporated in and declared to form part of this agreement; that the said parties hereto shall observe

and perform every matter and thing by this agreement and by the said terms, conditions and provisions required to be 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. Any failure to observe the conditions, stipulations and provisions contained herein shall be deemed to be a breach of this industrial agreement.

## SCHEDULE

### *Hours of Work*

1. 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*

2. (a) All time worked in excess or outside of the hours mentioned in clause 1 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 of 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: Where special circumstances arise inseparable from the requirements of public transport, the hours mentioned in clause 1 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 1 shall be paid 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*

3. (a) The following days shall be observed as paid holidays: New Year's day and the day following, Good Friday, Easter Monday, Anzac Day, King's Birthday, 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 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.

*Branches of Trade*

4. The following shall be the classes of employees covered by this agreement:—

- (a) Coachbuilders, (woodmen), painters, vicemen, panel-beaters, machinists, trimmers, assemblers, and trimmer-assemblers. These employees shall be known as "tradesmen."
- (b) Helpers over the age of twenty-one years.

*Wages*

5. (a) The following shall be the minimum hourly rates of wages payable to the several classes of employees.

	Payable from
	3rd November,
	1947.
	Per Hour.
	s. d.
Tradesmen as enumerated in clause 4 (a)	4 0
Workers as enumerated in clause 4 (b)	3 9

The above rates shall include the welding allowance.

*Tool Money*

6. (a) Any tradesman who is required to provide his own tools (except drills, taps, hack-saw blades, and files) shall supply such tools and shall be paid 2s. per week for any week in which he works three full days or more.

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

*Improvers*

7. If, in the opinion of the Apprenticeship Committee appointed in connection with the branch of the coachbuilding 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 agreement, then and in such case such apprentice shall be rated as an improver for such period 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. The period of improvership shall be not more than twelve months and the minimum rate of wages shall be settled by the appropriate Apprenticeship Committee.

### *General Provisions*

8. (a) **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.

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

(c) Except in the case of casuals, the employment shall be deemed to be a weekly employment and no deduction shall be made from the weekly wage 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 by 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.

### *Workers to be Members of Union*

9. It shall not be lawful for the employer to employ or to continue to employ in any position of employment subject to this agreement, any person who is not for the time being a member of the Canterbury Coach and Motor Body Builders' Industrial Union of Workers.

### *Disputes*

10. 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 shall arise between the parties bound by this agreement or any of them, as to any matter whatsoever arising out of the agreement (not being a question affecting rates of pay or hours of work) or if any dispute or difference shall arise between the parties, or any of them in connection with any matter relevant to but not dealt with in the agreement, every such dispute or difference shall be referred to a committee to be 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. Either side shall have the right of appeal to the Court 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 appealing.

*Medical Certificates and Sickness Payment*

11. 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"*

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

*Accidents*

13. (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*

14. 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 agreement 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.

*Under-rate Workers*

15. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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 the Board, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

#### *Passes*

16. (a) Annual passes at a cost of 7s. 6d. each shall be available and shall be purchased by all employees under this agreement. 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 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*

17. Foremen shall be exempted from the provision of this agreement. Provided that if any question arises concerning their remuneration or terms of employment such question shall be dealt with under clause 10 hereof.

#### *Scope of Agreement*

18. This agreement shall apply to the parties named herein.

*Term of Agreement*

19. This agreement 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 in so far as all the other provisions of this agreement are concerned it shall come into force on the day of the date hereof and shall continue in force for one year.

In witness whereof the common seal of the Canterbury Coach and Motor Body Builders' Industrial Union of Workers was hereunto affixed in the presence of—

[L.S.]

A. E. WHITE, President.  
S. PENTECOST, Secretary.

In witness whereof the common seal of the Christchurch Tramway Board was hereunto affixed in the presence of—

[L.S.]

C. C. HOLLAND, Member.  
J. F. FARDELL, General Manager.

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