

NEW PLYMOUTH BOROUGH COUNCIL **TRAMWAY ENGINEERS,
MECHANICS, ETC.**—INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand, Taranaki Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 27th day of January, 1948, between the New Plymouth Borough Council, Tramways Department, and the New Zealand Engineering, Coachbuilding, Aircraft, and Related Trades Industrial Union of Workers.

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 27th day of January, 1948, between the New Plymouth Borough Council, Tramways Department, of the one part, and the New Zealand Engineering, Coachbuilding, Aircraft, and Related Trades Industrial Union of Workers, 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 17th day of March, 1948.

[L.S.]

A. TYNDALL, Judge.

NEW PLYMOUTH BOROUGH COUNCIL **TRAMWAY ENGINEERS AND
MECHANICS.**—INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 27th day of January, 1948, between the New Zealand Engineering, Coachbuilding, Aircraft, and Related Trades Industrial Union of Workers (hereinafter referred to as "the union"), and the New Plymouth Borough Council, Tramways Department, New

Plymouth (hereinafter referred to as "the employer"), witnesseth that it is hereby mutually agreed and declared between the union and the employer as follows:—

That, as between the parties hereto, the terms, conditions, and provisions herein contained shall be binding on the said parties, and the said terms, conditions, and provisions shall be deemed to form part of this agreement; and, further, the said parties shall respectively do, observe, and perform every matter and thing by this agreement 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 agreement.

SCHEDULE

Hours of Work

1. (a) Forty hours shall constitute an ordinary week's work of which not more than eight hours may be worked on each day from Monday to Friday inclusive, and between the hours of 7.30 a.m. and 5 p.m. The time of starting and ceasing work between these hours shall be mutually arranged, with a break of not more than one hour for lunch.

(b) Notwithstanding the provisions as to hours of work laid down in clause 1 (a) hereof, garage shiftmen shall work outside the daily hours on alternative a.m. and p.m. shifts, Monday to Friday inclusive. Mechanics shall, if required, relieve garage shiftmen for annual holidays, days off, sickness, &c., provided that payment for any such relief is made in accordance with the provisions of clauses 1 (a) and 2 hereof.

Overtime

2. All work done in excess or outside of the hours mentioned in clause 1 hereof shall count as overtime and shall be paid for at the rate of time and a half for the first three hours in any one day and double time thereafter. Any worker who is called back from his home after 10 p.m. or after 12 noon on Saturday or before 6 a.m. and up to his usual time of commencing work shall be paid double rates. Four hours may be worked on Saturday between 7.45 a.m. and 12 noon at time and a half rates. Work done after 12 noon on Saturday shall be paid for at double ordinary rates.

Holidays

3. (a) The following shall be the recognized holidays to be allowed with pay: New Year's Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day.

(b) For work done on any of the above mentioned holidays or on the day following New Year's Day or on Sunday double rates shall be paid.

(c) Annual holidays shall also be allowed in accordance with the provisions of the Annual Holidays Act, 1944.

Branches of Trade

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

(a) Fitters, turners, blacksmiths, mechanics, machinists, welders (gas and electric), sheet-metal workers and coachworkers. These employees shall be known as tradesmen.

(b) Garage shiftmen and coachworkers assistants.

Wages

5. The following shall be the minimum hourly rates of wages payable to the several classes of employees:—

	Per Hour.	
	s.	d.
(a) Tradesmen, as enumerated in clause 4 ..	4	0
Garage shiftmen and coachworkers assistants	3	9 $\frac{3}{4}$

(b) The above hourly rates shall be deemed to include welding allowance.

(c) *Tool Allowance.*—Fitters, turners, machinists, metal workers, and blacksmiths, shall receive an allowance of 2s. per week as tool allowance provided they work on not less than three days per week and supply their own tools.

Mechanics and auto-electricians who supply their own tools shall receive an allowance of $\frac{3}{4}$ d. per hour for each hour worked.

Coach wood-workers who supply their own tools shall receive an allowance of 1 $\frac{1}{2}$ d. per hour for each hour worked.

The tool allowance shall not be paid when the employer supplies all necessary tools.

(d) *Clothing Allowance*.—All employees covered by clause 4 (a) and (b) hereof shall be provided with two suits of overalls per annum which shall be laundered at the employer's expense.

(e) *Dirty Work*.—Any employee working on undergear of tramcars or working in pits on Diesel engines shall be paid 2s. per day extra. Where employees are required to perform other work of an unusually dirty, dangerous, or unpleasant nature, or carry extra responsibility not provided for in this agreement, any additional rate for such work shall be determined by the head of the department concerned.

General Provisions

6. (a) The employer shall allow meal-money at the rate of 2s. per meal when employees are called upon to work overtime after 6 p.m. Monday to Friday inclusive, or after 1 p.m. on Saturday.

Workers to be Members of Union

7. (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.)

(d) Nothing herein contained shall prevent any employer from employing any person who is a member of the Marine Engineers' Institute on engineering work on the ship on the articles of which he was serving immediately previous to her

being laid up, or on any ship to which he is to be appointed on her going into commission. This provision shall apply also to engineering-work done in the workshop for such ship.

Disputes Committee

8. Should any dispute or difference arise in connection with any matter not provided for in this award it shall be settled between the particular employer concerned and two representatives of the local branch of the union. If no settlement is arrived at, then such dispute shall be referred to a disputes committee consisting of two representatives of the employers and two representatives of the union for their decision. If such committee is unable to decide the matter, it may refer the matter to the Court of Arbitration, or either party may appeal to the Court of Arbitration from the decision of such Committee upon giving to the other party fourteen days' notice in writing of intention so to appeal.

Access to Workshops

9. The secretary or other authorized officer of the local union of workers concerned shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business. The employer shall give recognition to any worker who is appointed shop steward in the establishment in which he is employed.

Term of Agreement

10. This award in so far as it relates to wages shall be deemed to have come into force on the 1st day of October, 1947, and all other conditions shall operate from date approved by Court, and shall continue in force for one year thereafter.

Sealed with the Common Seal of the Mayor Councillors and Burgesses of the Borough of New Plymouth and signed by two members of the New Plymouth Borough Council on behalf of and by direction of the said Council in the presence of—
H. N. Johnson, Clerk, New Plymouth.

[L.S.]

E. GILMOUR.

R. J. PENTECOST.

Signed on behalf of the New Zealand Engineering, Coach-building, Aircraft and Related Trades Industrial Union of Workers—

[L.S.]

S. GLADING, National President.

J. NEALE, National Secretary.