

CHRISTCHURCH TRAMWAY BOARD INSPECTORS—  
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 12th day of October, 1949, between the Christchurch Tramway Board and the Canterbury Local Bodies' Officers' (other than Clerical) 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 12th day of October, 1949, between the Christchurch Tramway Board, of the one part, and the Canterbury Local Bodies' Officers' (other than Clerical) 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 5th day of December, 1949.

[L.S.]

A. TYNDALL, Judge.

CHRISTCHURCH TRAMWAY BOARD INSPECTORS—INDUSTRIAL  
AGREEMENT

THIS industrial agreement is made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 12th day of October, 1949, 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.

SCHEDULE  
*Application*

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 two 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. Present conditions regarding shift duty to remain in force.

*Overtime*

3. (a) Inspectors required by the Board to work overtime on racedays, 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 two days' 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 a minimum of eight hours, on week-days, and double rates, with a minimum of six hours, on Sundays.

*Salaries*

4. (a) The following shall be the rates of salary:—

			Per Annum.
			£
Inspectors, Grade A	..	..	555
Inspectors, Grade B	..	..	530

(b) The Senior Traffic Inspector shall receive an annual bonus of £15 over and above the annual salaries as specified in clause (a) hereof.

*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. Caps 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*

7. Meal relief shall be one hour.

*Sick Pay*

8. An inspector shall be entitled to sick leave if he produces a certificate at his own expense in support thereof. The Board may from time to time require an Inspector to be examined by the Board's medical officer at the Board's expense. If the Board is satisfied that the case is a *bona fide* one and subsequent reports continue to support it, the conditions of sick-pay shall be as follows:—

Inspectors with under five years' service, four weeks' full pay in any one year.

Inspectors with over five years' service, twelve weeks' full pay in any one year.

*Complaints*

9. (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*

10. (a) An Inspector shall be entitled to three weeks (fifteen paid days) holiday every nine months. Such leave shall be given on continuous days and on dates suitable to the Board.

(b) Annual leave may be accumulated for, but not beyond, eighteen months, 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 proportional annual leave earned up to the time of leaving the Board's employ.

*Appointment and Promotion*

11. (a) Any servant appointed as an Inspector shall first be appointed as a Ticket Inspector and shall be promoted according to efficiency, suitability and seniority.

(b) This provision shall not apply to appointments to the position of Motor Inspector.

*Passes*

12. 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 required to be punched: Provided that Inspectors upon reaching retirement on superannuation shall be enabled to purchase annual passes (price 7s. 6d.).

*Preference*

13. 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.

*Terms of Employment*

14. 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*

15. 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*

16. (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 appeal.

*Term of Agreement*

17. This agreement shall come into operation in so far as it applies to salaries as from 1st June, 1949, and in so far as it relates to all other conditions shall come into operation on the day of the date hereof and shall remain in force for two years.

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.] G. MANNING, Chairman  
J. F. FARDELL, 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.] I. A. JENKINS, President.  
R. H. McDONALD, Acting-Secretary.