

CHRISTCHURCH TRAMWAY BOARD **PERMANENT-WAY  
GANGERS AND YARD FOREMAN**—INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement made on the 18th day of January, 1950, 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 18th day of January, 1950, 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 9th day of March, 1950.

[L.S.]

A. TYNDALL, Judge.

CHRISTCHURCH TRAMWAY BOARD PERMANENT-WAY GANGERS AND  
YARD FOREMAN—INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 18th day of January, 1950, 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

PERMANENT-WAY GANGERS AND YARD FOREMAN

*Scope of Agreement*

1. This agreement shall apply to permanent-way gangers and the yard foreman in the employ of the Christchurch Tramway Board.

*Duties*

2. The duties of permanent-way gangers and the yard foreman shall be prescribed by the management, and shall include the supervision of men placed under their control.

*Hours of Work*

3. The normal hours of work shall not exceed 40 hours per week or eight hours per day on five days of the week, Monday to Friday (both days inclusive) and to be worked between 7.30 a.m. and 5 p.m.

*Salaries*

4. The minimum annual salary applicable to the workers covered by this agreement shall be £477.

The yard foreman shall receive an additional £12 per annum for regular additional duties.

*Overtime*

5. All time worked in excess of forty hours per week or outside the hours specified in clause 3 shall be paid for at the rate of time and one-half for the first three hours and double time thereafter. All time worked on Sunday shall be paid for at double time rates.

*Night-work*

6. (a) Work totally outside the hours specified in clause 3 shall be night-work and shall be paid for at the rate of time and one-half for the first three hours and double time thereafter during the first two nights. Thereafter such work shall be paid for at the normal rate of payment plus 3d. per hour.

(b) All work under this clause in excess of eight hours in any one night shall be paid for at overtime rates. A meal interval of one half-hour shall be included in the eight hour period.

*Annual Leave*

7. (a) Permanent-way gangers and the yard foreman who have 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 a ganger or the yard foreman leaves the Board's employ before full annual leave is earned, he shall be entitled to the proportion of such annual leave earned up to the time of leaving the Board's employ.

*Holidays*

8. (a) The following shall be observed as public holidays for permanent-way gangers and the yard foreman 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 and Boxing Day.

(b) Should any of the above holidays except Anzac Day, fall on a Sunday, the holiday shall be observed on the next working day.

(c) Gangers and yard foreman who are employed on any of the days set out in sub-clause (a) hereof shall be paid at the rate of an additional one day's pay, or an extra day's leave shall be added to the annual leave.

*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.

#### *Wet Weather Clothing*

10. (a) Permanent-way gangers and the yard foreman shall be supplied with waterproof coats, gum boots, and overalls 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*

11. Sick pay shall be as follows:—

Under five years' service: minimum of four weeks pay.

Over five years service: minimum of twelve weeks pay.

#### *Passes*

12. Gangers and the yard foreman shall be provided with passes to enable them to travel free on all cars and buses (other than those covered by a special contract) at all times. Such passes shall not be required to be punched. Upon retirement or superannuation employees shall be entitled to purchase an annual pass at a cost of 7s. 6d.

#### *Preference*

13. From and after the date when this agreement comes into operation, all officers covered by this agreement, and officers 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 the employee; but this shall not prevent the Board from dismissing the employee without notice for serious misconduct or dereliction of duty.

#### *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 the appeal.

*Term of Agreement*

17. This agreement in so far as it relates to salaries shall be deemed to have come into operation as from 1st June, 1949, and in so far as all other conditions are concerned it shall be deemed to have come into force as from the date of signing, and shall continue 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.]	J. E. JONES, 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.]	L. A. JENKINS, President.
	R. H. McDONALD, Acting-Secretary.