

WELLINGTON CITY CORPORATION **TRAMWAY COACHWORKERS.**  
—INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 28th day of April, 1948, between the Wellington City Council and the Wellington and Nelson Coach and Motor-body Workers' 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 28th day of April, 1948, between the Wellington City Council, of the one part, and the Wellington and Nelson Coach and Motor-body Workers' 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 12th day of May, 1948.

[L.S.]

A. TYNDALL, Judge.

WELLINGTON CITY CORPORATION TRAMWAY COACHWORKERS.—  
INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 28th day of April, 1948, between the Wellington City Council (hereinafter called "the employer"), of the one part, and the Wellington and Nelson Coach and Motor-body Workers' Industrial Union of Workers (hereinafter called "the union"), of the other part, witnesseth that it is hereby mutually agreed between the employer and the union as follows:—

SCHEDULE

*Hours of Work*

1. 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.

*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 before 6 a.m., or after 12 noon on Saturday, 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) Coachbuilders (woodmen), painters, blacksmiths, vice-men, panel-beaters, machinists, trimmers, assemblers, and trimmer-assemblers. Those 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:—

|   | Column A:<br>Payable from<br>24th March,<br>1947, to<br>30th September,<br>1947.<br>Per Hour. | Column B:<br>Payable on<br>and from<br>1st<br>October,<br>1947.<br>Per Hour. |
|---|---|--|
|   | s. d.   | s. d.  |
| Tradesmen as enumerated in clause 4 (a) .. .. . | 3 6   | 4 0  |
| Workers as enumerated in clause 4 (b) .. .. .   | 3 5 $\frac{1}{4}$   | 3 9 $\frac{3}{4}$  |

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

(c) The rates of remuneration prescribed in column A of subclause (a) hereof shall be increased to the extent and in the manner prescribed by the general order made under the

Rates of Wages Emergency Regulations 1940, and dated 31st March, 1942. The rates of remuneration prescribed in column B of subclause (a) hereof shall *not* be increased by order named.

(d) *Tool Allowance*.—All workers who supply their own tools shall receive an allowance of  $\frac{3}{4}$ d. per hour for each hour worked.

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

(e) *Clothing-allowance*.—All employees covered by subclauses (a) and (b) of clause 4 hereof, shall be provided with two suits of overalls per annum, which shall be laundered at the employer's expense. Alternatively, such employees shall be paid  $1\frac{1}{2}$ d. per hour extra as a clothing-allowance in which case the employee so paid will be obliged to have his overalls laundered at least once weekly at his own expense. Blacksmiths shall be supplied with protective clothing in accordance with existing practice.

(f) *Dirty Work*.—Any employee working on undergear of tram-cars or working in pits or 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. 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. It shall not be lawful for the employer to employ or to continue to employ in any position or employment subject to this agreement any person who is not for the time being a member of the Wellington and Nelson Coach and Motorbody Workers' Industrial Union of Workers.

#### *Disputes*

8. 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.

#### *Access to Workshops*

9. The secretary or other authorized officer of the union of workers 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 with the employer's business.

#### *Scope of Agreement*

10. This agreement shall apply only to the parties named herein.

#### *Term of Agreement*

11. This agreement, in so far as it relates to wages, shall be deemed to have come into force on the 24th day of March, 1947, and so far as all the other conditions of this agreement are concerned it shall come into force on the day of the date hereof; and this agreement shall continue in force until the 17th day of March, 1949.

Wellington and Nelson Coach and Motor-body Workers  
Industrial Union of Workers—

[L.S.]

ARTHUR L. CLOAKE, Secretary.

Wellington City Council—

E. P. NORMAN, Town Clerk.