

(1298.) WELLINGTON TRAMWAYS (KELBURNE-KARORI TRAMWAY COMPANY).

CLAIMS OF UNION.

*Parties to the Industrial Dispute.*—The Wellington Corporation Tramway Employees' Industrial Union of Workers and the Kelburne and Karori Tramway Company (Limited), of Wellington.

*Particulars of Dispute.*—The matters contained in the various clauses appearing hereinafter, numbered from 1 to 10 (inclusive).

1. *Wages.*—The following shall be the minimum rates of wages to be paid to the several classes of employees: Brakesmen, 1s. 1½d. per hour; ticket-clerks, 1s. per hour. All wages earned shall be paid fortnightly, on Fridays, prior to 8 p.m.

2. *Hours of Work.*—The hours of work shall be eight hours per day on the six working-days of the week for all employees.

3. *Overtime.*—All time worked over and above the said eight hours shall be paid for at time-and-a-half rates. All time worked on Sundays shall be paid for at time-and-a-half rates. All time worked on Christmas Day or Good Friday shall be paid for at double rates.

4. *Signing on*.—Employees to be allowed fifteen minutes per day at ordinary rates for signing on and off.

5. *Holiday*.—Each and every employee shall be entitled to and shall receive not less than eight consecutive working-days in each year as a holiday, such holiday to be paid for at ordinary rates.

6. *Meals*.—Employees shall not be worked for a longer period than five consecutive hours without a meal.

7. *Preference*.—From the coming into operation of this agreement, all employees shall be members of the Tramway Union.

8. *Terms of Engagement*.—Not less than one week's notice of termination of employment shall be given by the company or the employee.

9. This agreement shall come into force on the 1st day of July, 1906, and shall remain in force till the 18th day of October, 1907.

The parties having failed to satisfactorily adjust the dispute, application is hereby made to the Clerk of Awards for the Wellington Industrial District that such dispute be referred to the Board of Conciliation for settlement.

Dated at Wellington, this 20th day of December, 1906, for the Wellington Corporation Tramway Employees' Industrial Union of Workers.

JAMES BOYLE, President.

W. T. YOUNG, Secretary.

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AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1905," and its amendments; and in the matter of an industrial dispute between the Wellington Corporation Tramways Industrial Union of Workers (hereinafter called "the union") and the Keilburne and Karori Tramway Company (Limited), (hereinafter called "the employer").

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representative duly appointed, and having also heard such of the employer by its representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employer, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employer, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employer shall do, observe, and perform every matter and thing

by this award 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 award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 1st day of July, 1907, and shall continue in force until the 1st day of November, 1908.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 21st day of June, 1907.

W. A. SIM, Judge.

#### SCHEDULE.

##### *Hours of Work.*

1. The hours of work shall be eight hours per day for all workers, but the employer shall have the right to call on any worker to work for one hour more on any day, paying for the time so worked at ordinary rates. The present practice of allowing a reasonable time for signing on and off shall be continued, and also the present practice with regard to meals.

##### *Overtime.*

2. All time worked over and above nine hours in any one day and all work done on Sunday shall be paid for at the rate of time and a half. All work done on Christmas Day and Good Friday shall be paid for at double rates.

##### *Wages.*

3. The following shall be the minimum rates of wages payable to the several classes of workers: Brakesman, 1s. per hour; car-cleaner, 10½d. per hour, but so that he shall not be paid less than 6s. for any one night's work. The wages of ticket-clerks shall be fixed by agreement between the employer and the worker.

##### *Payment of Wages.*

4. All wages earned shall be paid fortnightly, on Friday, not later than 8 p.m.

##### *No Discrimination.*

5. The employer shall not in the engagement or dismissal of workers discriminate against members of the union, nor do anything for the purpose of injuring the union, whether directly or

indirectly. When members of the union and non-members are employed together there shall be no distinction between them, and both shall work together in harmony, and shall receive equal pay for equal work.

*Terms of Engagement.*

6. Not less than forty-eight hours' notice of the termination of an engagement shall be given by the employer or worker, but this shall not affect the right of an employer to dismiss any worker for good cause.

*Duration of Award.*

7. This award shall come into operation on the 1st day of July, 1907, and shall continue in operation until the 1st day of November, 1908, and thereafter shall continue in force until superseded by another award or an industrial agreement.

In witness whereof the seal of the Court of Arbitration hath hereunto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 21st day of June, 1907.

W. A. SIM, Judge.

MEMORANDUM.

The Court recommends the company to continue its present practice of allowing its workers a holiday of eight days in each year on full pay.

W. A. SIM, Judge.