

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(6854.) AUCKLAND TRAMWAY OFFICERS AND MAINTENANCE STAFF. — AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT, 1913, WITH THE AUCKLAND CITY COUNCIL.

THIS agreement is made in pursuance of the Labour Disputes Investigation Act, 1913, this 6th day of June, 1921, between the Auckland Tramway Officers' Industrial Union of Workers (hereinafter referred to as "the union") of the one part, and the body corporate called the Mayor, Councillors, and Citizens of the City of Auckland (hereinafter referred to as "the employer") of the other part.

Whereas a dispute relating to wages and other conditions of employment has arisen between the parties hereto: And whereas the matter has, under the provisions of the above-mentioned Act, been referred for investigation to a Labour Dispute Committee, whereof Ernest Cargill Cutten, of Auckland, Stipendiary Magistrate, has been duly appointed Chairman, and Messieurs John

Brouder, of Auckland, Foreman Ganger, Arthur Angus, of Auckland, Despatcher, and Arthur Rosser, of Auckland, Secretary, members to represent the union, and Messieurs J. J. Walklate, of Auckland, Tramway-manager, W. J. Holdsworth and the Honourable P. J. Nerheny, both of Auckland, members of the Auckland City Council, members to represent the employer: And whereas the said committee has investigated the matter of the said dispute, and a settlement, as hereinafter set forth, has been made:

Now, this agreement witnesseth that it is hereby mutually agreed by and between the parties hereto as follows:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding on the said parties, and they shall be deemed to be and are hereby declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

In witness whereof this agreement has been signed on behalf of the parties the day and year first above written.

Signed on behalf of the union—

J. BROUDER.
A. S. ANGUS.
ARTHUR ROSSER.

Signed on behalf of the employer—

J. J. WALKLATE.
W. J. HOLDSWORTH.
P. J. NERHENY.

E. C. CUTTEN, Chairman.

SCHEDULE.

Definitions.

1. (a.) Chief traffic inspector: Directs traffic and acts for the traffic manager in his absence.

(b.) Depot officers: Attend to the staffing and despatching of the cars from the depots, and deal with ticket-boxes and lost property.

(c.) Traffic inspectors: Supervise traffic and check tickets.

(d.) Despatchers: Despatch and record cars from the city.

(e.) Motor inspectors: Supervise driving, attend to defects in cars on the road, and supervise traffic in emergencies and on special occasions.

		<i>Wages.</i>	Per Week.		
			£	s.	d.
2. Traffic department—					
	Chief traffic inspector	...	6	10	0
	Depot officers	...	6	10	0
	Motor inspectors	...	6	5	0
	Despatchers and traffic inspectors	...	5	15	0
Foremen—					
	Overhead	...	6	5	0
	Depot	...	6	5	0
	Engineers' shop	...	6	10	0
	Armature-winders	...	6	3	6
	Blacksmiths	...	6	3	6
	Paint-shop	...	6	3	6
	Truck-shop	...	6	0	0
Permanent-way—					
	Foremen	...	5	15	0
	Gangers	...	5	10	0
Workshops—					
	Storekeeper	...	5	10	0
	Storemen	...	4	15	0
Clerical—					
	Three revenue clerks	...	5	0	0
	One pay clerk	...	5	0	0
	One traffic clerk	...	4	15	0
	Permanent-way timekeeper	...	5	0	0
	Workshops timekeeper	...	4	10	0
	Power-station messenger	...	4	5	0

Hours of Work.

3. (a.) *Traffic Department.*—A day's work shall average eight hours on week-days and five and a half on Sundays, and any overtime worked beyond these hours shall be paid for at time-and-a-half rates for week-days and double-time rates for Sundays, or its equivalent if time off be allowed. A fortnight's work shall not exceed twelve days.

(b.) *Overhead.*—A week's work shall average six days of eight hours. Overtime on week-days to be paid for at time-and-a-half and on Sundays at double-time rates, or its equivalent in time off to be allowed.

(c.) *Depots.*—The shifts shall be worked as follows: Day—7.15 a.m. to 3.30 p.m. = eight and a quarter hours; afternoon—3.15 p.m. to 10.15 p.m. = seven hours; night—10 p.m. to 7.30 a.m. = nine and a half hours. Six shifts shall constitute a week's work, and, excepting Ponsonby Depot day shift, shall be worked in turn by the other foremen. Excepting when changing shifts, all overtime required to be worked beyond these hours shall be paid for at time-and-a-half rates for week-days and double-time rates for Sundays, or its equivalent in time off to be allowed.

(d.) *Workshops.*—The week's work shall consist of forty-seven hours, Monday to Saturday inclusive. Overtime on week-days to

be paid for at time-and-a-half and on Sundays at double-time rates, or its equivalent in time off to be allowed.

(e.) *Permanent-way.*—The week's work shall consist of forty-seven hours, Monday to Saturday inclusive. Overtime on weekdays to be paid for at time-and-a-half and on Sundays at double rates, or its equivalent in time off to be allowed.

GENERAL CONDITIONS—ALL DEPARTMENTS.

Holidays.

4. All persons covered by this agreement shall be entitled to a fortnight's holiday on full pay for every complete year worked, but those working on all public holidays shall receive an additional week's holiday on full pay. These holidays shall be deemed to be accruing throughout each year of service, so that if after six months' continuous service an officer is discharged for any cause other than misconduct he shall be paid at ordinary rates for such proportion of his holiday as shall then have accrued.

Relieving.

5. Any employee definitely appointed to act in any superior position provided for in this agreement for a period of not less than one week whilst so employed shall be paid at the higher rate specified for such work.

Uniforms.

6. Officers required to wear uniform clothing shall be supplied with a uniform every nine months, an overcoat every four years, and a waterproof every two years: Provided that no waterproof will be issued within one year of an issue of an overcoat. Permanent-way foremen and gangers, truck-shop foremen, and freight-car men shall be provided with an oilskin once a year.

Promotions.

7. When any appointments are made in the service to positions affected by this agreement preference shall be given to employees, subject, however, in all cases to the seniority, suitability, capability, and record of the employee concerned, and subject to the right of appeal conferred by the Tramways Amendment Act, 1910.

Charges.

8. (a.) Any charge laid against an officer shall be made known to him as soon as practicable after the alleged offence is said to have been committed.

(b.) Any report against an officer shall be in writing, and the officer shall be entitled to see such report and make a copy of it before he is called upon to answer the charge.

(c.) An officer may call evidence when an inquiry is held by the employer, and the employer shall, when necessary, have the person making the charge, the secretary of the union or his assistant, and the president of the union in attendance at such inquiry.

(d.) Only one person from either side shall be allowed to cross-examine at the inquiry.

(e.) All reports and complaints against an officer shall be written in ink or indelible pencil.

Preference.

9. All persons provided for in this agreement shall become members of the union, or shall become members of their own trade-unions within fourteen days of the date of their engagement, and shall continue their membership so long as they are in the employ; and if any person neglects to join such union or voluntarily or of his own motion resigns from such union he shall be dismissed, it being agreed that the entrance fee shall not exceed 2s. 6d. and the subscription 6d. per week.

10. This agreement shall come into force on the 1st day of May, 1921, and shall continue in force until the 1st day of May, 1922.

In witness whereof this agreement has been signed on behalf of the parties hereto the day and year first above written.

Signed on behalf of the union—

JOHN BROUDER.
A. S. ANGUS.
ARTHUR ROSSER.

Signed on behalf of the employer—

J. J. WALKLATE.
W. J. HOLDSWORTH.
P. J. NERHENY.

E. C. CUTTEN, Chairman.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards, at Auckland, pursuant to section 8 (1) of the said Act, on the 8th day of June, 1921.