

(7302.) WELLINGTON CITY TRAMWAY OFFICIALS.—AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, this 5th day of October, 1922, between the Mayor and Councillors and Citizens of the City of Wellington (hereinafter referred to as "the employer") of the one part, and the Wellington Tramway Officials' Industrial Union of Workers (hereinafter referred to as "the union") of the other part, whereby it is agreed as follows :—

Schedule of Rates of Pay.

1. The following shall be the minimum rates of pay :—

	Rating.	Rate per Week.		
		£	s.	d.
Traffic inspectors	6	2	6
Despatchers	5	17	6
Motor instructor	6	0	0
Sub traffic inspectors	5	17	6
Ticket inspectors	5	15	0
Relieving despatcher	5	10	0
Depot officers	5	7	6
Pointsmen	4	16	0
Head office attendant	4	12	6
Clock attendant	4	12	6
Revenue office attendant	4	12	6
Timekeeper	4	15	0
Traffic clerk	5	7	6
Roster clerk	5	7	6

	Rate per Week.		
	£	s.	d.
Freight clerk	5	15	0
Branch office clerks (female)	3	0	0
Car-shed clerk	5	0	0
Car-shed clerk (assistant)	4	12	6
Car-shed storekeeper	4	15	0
Car-shed leading foreman	6	2	6
Car-shed foreman (day shift)	5	17	6
Car-shed foreman, Newtown (night shift)	6	0	0
Car-shed foreman, Kilbirnie (night shift)	5	15	0
Car-shed foreman, Thorndon (night shift)	5	10	0
Car-shed relieving foreman (night shift)	5	10	0
Second electrician (power-station)	5	17	6
Assistant electrician (power-station)	5	7	6
Boiler-cleaning foreman (power-house)	5	17	6
Power-supply and cable inspector	6	0	0
Overhead foreman	5	17	6
Overhead and permanent-way office draughtsman	5	5	0
Cable-laying foreman	5	12	6
Electrician (overhead department)	5	5	0
Clerk (female), (overhead department)	3	0	0
Clerk (power-house)	4	12	6
Permanent-way foreman	6	5	0
Revenue clerks, cash office (senior)	5	7	6
Revenue clerks, cash office	5	5	0
Clerk, head office—General	4	17	6
Clerk, head office—Wages	5	10	0
Clerk, traffic office (female)	3	0	0
Clerk, cash office (female)	3	12	6

Hours of Work.

2. (a.) Clerical department: Week-days, 8.30 a.m. to 4.30 p.m.; Saturdays, 8.30 a.m. to 11.30 a.m.

(b.) Carsheds: 9 a.m. to 5 p.m.; Saturdays, 9 a.m. to noon.

(c.) Power-house: As at present.

(d.) Freight depots: Post-office, 8.30 a.m. to 6 p.m.; Saturdays, 8.30 a.m. to 1 p.m. Courtenay Place, 9 a.m. to 5.30 p.m.; Saturdays, 9 a.m. to 1 p.m.

Traffic department: All shifts to be straight shifts, excepting in the cases of Kilbirnie depot officers and relieving inspectors. Employees engaged on shift-work shall have at least one Sunday off in each fortnight, and one day off on p.m. shift. Employees required to work on Sundays shall have a week-day off. Employees required to work their day off shall receive another day in lieu of same. As far as practicable, employees shall not be required to work more than eight hours per day.

Holidays.

3. (a.) Employees required to work on public and statutory holidays shall receive three weeks' leave annually on full pay. If required to work on Christmas Day, Good Friday, or Anzac Day, a day off shall be allowed for each day worked.

(b.) Employees not required to work on public and statutory holidays shall receive two weeks annually on full pay.

Meals.

4. When, as a result of an emergency, employees are instructed to remain on duty, a meal shall be provided by the employer wherever practicable.

Promotions.

5. All promotions of employees affected by this agreement shall be made from employees in the service at the time of the vacancy occurring; providing that seniority, capability, and suitability be taken into consideration.

Passes.

6. All employees affected by this agreement shall travel free on the cars when going to or from duty. All employees other than those in uniform shall be provided with passes for this purpose.

Clothing.

7. Uniformed employees shall be provided with a uniform each year, and with a mackintosh and overcoat every two years. Oilskins to be provided where necessary.

General.

8. Privileges enjoyed by employees at the time of the signing of this agreement shall continue notwithstanding anything that may appear herein.

9. No employee shall be required to serve a probationary period exceeding three months. This shall not be taken to apply to a position rendered temporarily vacant.

10. This agreement shall only apply to officials of the age of twenty-one years and over.

11. The commencing wage of female clerks at the age of twenty-one years shall be £2 5s. per week, with annual increments of 5s. per week up to £3 per week.

Terms of Engagement.

12. Not less than one month's notice of termination of employment shall be given by the employer or employee, but this shall not

prevent the employer from dismissing any employee for good and substantial cause without notice, subject in all cases to an appeal by the employee.

*Preference.**

13. (a.) From and after the date of the coming into operation of this agreement all persons joining the service and working under this agreement shall within one month of their so joining become members of the union.

(b.) If any employee joining the service shall neglect to become a member he shall be dismissed.

(c.) If any person who has already joined the union, or who shall pursuant to the provisions of this paragraph join the union, shall voluntarily and of his own motion resign from the union he shall be liable to dismissal, and shall receive notification from the tramways manager that he is so liable, and unless he rejoins the union within one week from the date of the notice he shall be dismissed.

Term of Agreement.

14. This agreement shall come into force on the 1st day of October, 1922, and shall continue in force for a period of one year.

The common seal of the Mayor, Councillors, and Citizens of the City of Wellington was hereto affixed this 5th day of October, 1922, at its office, and pursuant to a resolution of the City Council, in the presence of—

[SEAL.]

R. A. WRIGHT, Mayor.
H. D. BENNETT, Councillor.
R. TAIT, Acting Town Clerk.

The common seal of the Wellington Tramway Officials' Union was hitherto affixed this 5th day of October, 1922, in the presence of—

[SEAL.]

J. HUGHES, President.
H. PHILLIPS, Secretary.

*It is considered that this clause is *ultra vires* and unenforceable. (See *Magner v. Gohns*, Book of Awards, Vol. xvii, p. 1006).

NOTE.—Section 25, subsection (4), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiry of the term of the industrial agreement, it shall continue in force until superseded by another industrial agreement or by an award of the Court of Arbitration, except where the registration of an industrial union of workers bound by such agreement has been cancelled.