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## NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

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(7725.) AUCKLAND TRAMWAY OFFICERS AND MAINTENANCE STAFF.—AGREEMENT UNDER LABOUR DISPUTES INVESTIGATION ACT, 1913.

Under the Labour Disputes Investigation Act, 1913; and in the matter of an industrial dispute between the Auckland Tramway Officers' Association (Incorporated) and the Auckland Municipal Corporation.—Memorandum of industrial agreement made under the provisions of the aforesaid Act.

THIS agreement, made this 14th day of September, 1923, between the Auckland Municipal Corporation (hereinafter referred to as "the employer") of the one part, and the Auckland Tramway Officers' Association (Incorporated) (hereinafter referred to as "the employees") of the other part, witnesseth that it is hereby mutually

agreed and declared between and by the employer and the union as follows :—

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 to P. Hally, Conciliation Commissioner, Northern Industrial District, in order that he might inquire into and effect a settlement : And whereas the said P. Hally, Conciliation Commissioner, has investigated the said dispute, and a settlement as hereinafter set forth has been made.

Now, this agreement witnesseth, and 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 upon 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.

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#### SCHEDULE.

##### 1. *Hours of Work.*

(a.) *Distribution Department.*—A week's work shall consist of forty-eight hours. The work shall be generally carried out in accordance with the present practice, but modifications may be mutually arranged to meet emergency conditions.

(b.) *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 p.m.) seven hours ; night (10 p.m. to 7.30 a.m.) nine and a half hours. The shifts shall be changed every four weeks. Two rosters shall be made—one for the period when holidays are in progress, and the other when they are not. The eighth foreman shall be the holiday relief man, but at other times shall work in turn with the others. The men living at Ponsonby and having to relieve at Epsom on early Sunday shift shall wait for the first car out ; the men whom they relieve shall stay on till their arrival.

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

(d.) *Permanent-way*.—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.

	2. <i>Wages.</i>				Per Week.		
					£	s.	d.
<i>Foremen</i> —							
Distribution foreman	..	..	..	..	6	15	0
Assistant distribution foreman	..	..	..	..	6	0	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	3	6
<i>Permanent-way</i> —							
Foreman	..	..	..	..	6	0	0
Gangers	..	..	..	..	5	15	0
<i>Workshops</i> —							
Storekeepers	..	..	..	..	5	10	0
Storemen	..	..	..	..	4	15	0
<i>Clerical</i> —							
Permanent-way clerk	..	..	..	..	5	5	0
Workshops clerk	..	..	..	..	5	0	0
Power-station clerk	..	..	..	..	4	5	0

GENERAL CONDITIONS—ALL DEPARTMENTS.

3. *Holidays.*

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 portion of his holidays as shall then have accrued.

4. *Relieving.*

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.

5. *Uniforms.*

Officers required to wear uniform clothing shall be supplied with 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, gangers, truck-shop foremen, and freight-car men shall be provided with a waterproof once a year.

Officers in the Distribution Department shall be supplied with a uniform, waterproof, and overcoat once a year.

#### 6. *Promotions.*

Promotions shall be governed by efficiency, and, in the event of equal efficiency by seniority, subject to the right of appeal as provided by the Tramways Amendment Act, 1910.

“Efficiency” means special qualities and aptitude for the discharge of the duties of the office to be filled, together with merit and good and diligent conduct.

#### 7. *Charges.*

(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 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, and 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.

#### 8. *Conditions of Employment.*

It is a condition of employment that any person whose work comes under the provisions of this agreement shall, on his accepting employment in the service, agree to become a member of the Auckland Tramway Officers' Association (Incorporated) within fourteen days of his joining the service, and shall join the union within the time stated and continue his membership, so long as he remains in the service; and all employees working under this agreement shall remain financial members of the said association: it being agreed that the entrance fee shall not exceed 2s. 6d. and the subscription shall not exceed 1s. per week, to be paid quarterly in advance. Employees being four weeks in arrears shall be deemed unfinancial.

#### 9. *Variation of Agreement.*

Any of the provisions of this agreement may be varied by the mutual consent of the employer and the association to suit such altered circumstances.

#### 10. *Interpretation.*

Any matter incidental to or arising out of this agreement shall be determined by a committee consisting of one representative

appointed by each party to this agreement. In the event of no agreement being arrived at, the matter shall be referred to the Conciliation Commissioner for the district, whose decision shall be final.

#### 11. *Term of Agreement.*

This agreement shall come into force on the 8th day of July, 1923, and shall continue in force until the 8th day of July, 1925: Provided that, notwithstanding the expiration of the currency of this agreement, the agreement shall continue in force until a new agreement has been duly entered into.

Signed on behalf of the Auckland Tramway Officers' Association (Incorporated)—

[SEAL.]

JOHN BROUDER, President.  
J. A. KENNEY, Vice-President.  
ARTHUR ROSSER, Secretary.

Signed on behalf of the Auckland Municipal Corporation—

G. W. R. HUTCHINSON.  
A. E. FORD.  
J. S. BRIGHAM.

Witness to all signatures—P. HALLY.

Dated at Auckland, this 14th day of September, 1923.

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 15th day of September, 1923.

#### (7726.) NEW ZEALAND MARINE COOKS AND STEWARDS (COASTAL SHIPPING COMPANIES).—ENFORCEMENT.

In the Magistrates' Court holden at Wellington, before E. Page, Esq., S.M.—Between John Jackson, Inspector of Awards, plaintiff, and the Union Steamship Company (Limited), defendants. Hearing, 15th September, 1923; judgment delivered, 18th October, 1923.

*White* for defendant.

THIS is a claim for a penalty for an alleged breach of the Marine Cooks and Stewards' award.

Section 23 of the award provides that every worker who has been continuously employed for twelve months shall be allowed a holiday of fourteen days on full pay within the following six months. If he serves continuously for six months or more but not for one year he shall be allowed leave of absence on full pay within the following six months for time proportionate to the length of his service.

The worker in question (one Greenaway) was employed by the defendant from the 31st August, 1922, to the 11th September working on the "Marama," which was then out of commission at Wellington