

(10529.) WELLINGTON CITY TRAMWAYS, OMNIBUS, AND POWER-HOUSES EMPLOYEES.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 16th day of September, 1933, between the Mayor, Councillors, and Citizens of the City of Wellington (hereinafter referred to as "the employer") of the one part, and the Wellington City Tramways, Omnibus, and Power-houses Employees' Industrial Union of Workers (hereinafter referred to as "the union") of the other part, whereby it is agreed by and between the parties hereto as follows:—

*Hours of Work.*

1. The following shall be the hours of work on each of the six working-days of the week:—

(a) Motormen and conductors: Eight hours per day. Overtime to commence after eight hours. Straight shifts in traffic to be completed within eight hours fifty minutes, excepting "stand-bys" whose spread of hours will commence after taking up a shift in traffic, and excepting 8 per cent. for "last cars" and cars run for the convenience of employees. Two straight shifts may be worked up to nine hours when required for duty in connection with theatre or similar traffic work.

(b) Linesmen, linesmen's assistants, cable-jointers, assistant cable-jointers, lorry, tractor, and roller drivers: Eight hours and three-quarters on five days, and four hours and a quarter on Saturdays. Time of commencement, 7.45 a.m., and cease at 5 p.m., except on Saturdays, when work shall cease at 12 noon.

(c) Emergency linesmen: To work shifts up to nine hours daily on week-days, but time worked after eight hours to be paid at overtime rates.

(d) Permanent-way repairers and welders: Forty-six hours and thirty minutes per week. On five days, eight hours and a half; on Saturdays, four hours. On week-days (except Saturdays) the ordinary working-day shall commence not earlier than 7.45 a.m., and shall cease at 5 p.m. On Saturdays the ordinary working-day shall commence not earlier than 7.45 a.m. and shall cease at 11.45 a.m.

(e) Trackmen: Forty-eight hours per week. On five days, eight and a half hours; on the alternate Wednesday and Saturday of each week, five and a half hours.

(f) Track-cleaner or grinder employees: Eight hours per shift. Night work to commence at 11 p.m., excepting on Saturdays.

(g) Day pitmen and shed labourers: Eight hours and three-quarters per day on five days, and four and a quarter on Saturdays. Time of commencement, 7.45 a.m. each day. These hours shall not apply when on shift duty.

(h) Tower-wagon drivers (overhead): To work shifts up to nine hours daily on week-days, but time worked after eight hours to be paid for at overtime rates.

(i) Car-shed employees on night shift: Eight hours on six nights of each week, as per roster.

(j) Car-examiners: Eight hours per shift.

(k) Firemen, greasers, engine-room cleaners, and trimmers shall work forty-eight hours per week of seven days in six shifts of eight hours each. Shifts shall be changed weekly.

(l) Handy men: Forty-six hours shall constitute an ordinary week's work, and eight hours and a half an ordinary day's work.

(m) Permanent-way and overhead-equipment men required to do night-work shall be paid for the first night at time and a half rates. For each following night, 2½d. per hour to be paid in addition to the ordinary day rates.

(n) Blacksmith's strikers and white-metal workers: Forty-four hours per week of six days.

(o) Traffic employees shall not be required to work on the "six days per week system," except by mutual agreement of both parties to this agreement.

#### Wages.

2. The following shall be the minimum rates of wages payable to the several classes of employees:—

	Per Hour.		
	s.	d.	
Motormen, first year .. .. .	1	8½	
Motormen, after first year .. .. .	1	9¾	
Coconductors, first year .. .. .	1	7½	
Conductors, second, third, fourth, and fifth years	1	8	
Conductors, after five years .. .. .	1	8½	
Linesmen .. .. .	1	11½	
Linesmen's assistants .. .. .	1	10	
Cable-jointers .. .. .	1	11½	
Assistant cable-jointers .. .. .	1	10	
Permanent-way repairers .. .. .	1	9¼	
Trackmen .. .. .	1	8½	
Emergency linesmen .. .. .	1	11½	
Tower-wagon drivers .. .. .	1	9½	
Motor-bus drivers .. .. .	1	9¾	
	Per Week of		
	Six Shifts.		
	£	s.	d.
Motormen engaged on track cleaner or grinder ..	4	14	6
Track-cleaner attendant .. .. .	4	5	6

	Per Hour.	
	s.	d.
Car-examiners .. .. .	1	10 $\frac{1}{2}$
Car-equipment adjusters, first grade .. .. .	1	9 $\frac{3}{4}$
Car-equipment adjusters, second grade .. .. .	1	8 $\frac{3}{4}$
Shed labourers .. .. .	1	8 $\frac{1}{4}$
Pitmen .. .. .	1	8 $\frac{1}{2}$
Welders .. .. .	1	10 $\frac{3}{4}$
Welders' attendants .. .. .	1	9 $\frac{1}{2}$
Tram-car and bus cleaners .. .. .	1	8 $\frac{1}{4}$
Blacksmiths' strikers .. .. .	1	10 $\frac{1}{2}$
White-metal workers .. .. .	1	10 $\frac{1}{2}$
Leading firemen .. .. .	1	10 $\frac{1}{2}$
Firemen .. .. .	1	9 $\frac{1}{2}$
Greasers .. .. .	1	10 $\frac{1}{2}$
Handy men .. .. .	1	9
Trimmers .. .. .	1	8 $\frac{1}{4}$
Engine-room cleaners .. .. .	1	9 $\frac{1}{2}$
Lorry-drivers—		
Up to 3 tons .. .. .	1	9 $\frac{3}{4}$
Over 3 tons .. .. .	1	11
Tractor and petrol roller drivers .. .. .	1	10 $\frac{1}{2}$

#### Overtime.

3. The following shall be the rates of overtime payable to the several classes of employees stated in the schedule of wages :—

(a) On week-days :—

(1) Except as otherwise herein provided, time and a half for all employees included in this agreement up to midnight and thereafter.

(2) The provision as to overtime on working-days worked before or after midnight shall not apply to employees whose ordinary employment consists wholly or partly of night-work or night shifts.

(3) Motormen and conductors working p.m. straight shifts to be entitled to time and a half for time worked after midnight.

(4) Call-back or call-forward duty to be paid for at time and a half rates.

(5) Motormen and conductors when called back or called forward shall receive a minimum of two hours.

(6) On public holidays men whose call-backs have been cancelled owing to wet weather shall be entitled to a minimum of payment of two hours at ordinary rates of pay.

(7) "Call-backs" or "call-forwards" shall be worked when required, but no employee shall be required to work more than two "call-backs" or "call-forwards" in any one week.

(8) Early "call-forwards" shall not be made compulsory without representations having been made and agreed upon between the

tramway manager and the union. No employee shall be required to take up call-forward or straight shift duty unless a minimum time of eight hours from his preceding shift has elapsed.

(b) On Sundays :—

(1) All work done on Sundays and on Anzac Day shall be paid for at time and a half rates.

(2) Motormen and conductors booked for Sunday duty shall receive a minimum payment of four hours, unless their duties are cancelled no later than noon on the preceding day. When required to work broken shifts they shall receive a minimum payment of two hours on the a.m. portion of the shift.

(3) On Good Friday and Christmas Day double time rates, if working.

*Employees Travelling on Cars.*

4. Except in the case of men employed in the Electricity Department, all employees mentioned in this award shall travel free on the cars when going to and from duty. All employees other than those in uniform shall be provided with passes for this purpose.

*Travelling-time.*

5. (a) A sufficient number of motormen and conductors for the working of the cars shall be attached to each car-shed, and motormen and conductors taking up duty at any place other than the car-shed to which they are attached (Lambton Station, General Post Office, and Courtenay Place excepted) shall be paid scheduled travelling-time as under to the point at which they are required to take up duty.

(b) The exemption of Lambton Station, General Post Office, and Courtenay Place in the preceding clause shall not apply to call-back or call-forward duty, or conflict with the following subclauses of this clause.

(c) Men on straight shifts who are required to sign on or off at any place other than their home depot more than once shall be entitled to schedule travelling-time.

(d) Men on broken shifts who are required to sign on or off more than twice shall, if signing on or off at any place other than their depot, be entitled to schedule travelling-time for the third or subsequent time of signing on or off.

(e) Men on broken shifts attached to Newtown or Kilbirnie sheds, when rostered or required to leave cars at Thorndon shed, shall not be required to sign off at Lambton Depot within thirty minutes of arrival at Thorndon.

(f) Overtime rates shall not apply to travelling-time, and travelling-time shall not be computed until a shift has reached eight hours, or call-back or call-forward has reached two hours.

(g) Car-shed employees on night shift who are required temporarily to sign on or off at any depot other than that to which they are attached shall receive travelling-time allowance.

(h) The following shall be the schedule of travelling-time :—

	Minutes.
Courtenay Place to Lambton Station, or <i>vice versa</i> ..	10
Courtenay Place to Thorndon Shed, or <i>vice versa</i> ..	15
Courtenay Place to Newtown, or <i>vice versa</i> ..	15
General Post Office to Lambton, or <i>vice versa</i> ..	5
General Post Office to Thorndon Shed, or <i>vice versa</i> ..	10
General Post Office to Newtown, or <i>vice versa</i> ..	20
Lambton Station to Newtown, or <i>vice versa</i> ..	25
Lambton Station to Thorndon Shed, or <i>vice versa</i> ..	5
Lambton Station to Kilbirnie, or <i>vice versa</i> ..	30
Newtown to Thorndon Shed, or <i>vice versa</i> ..	30
Courtenay Place to Kilbirnie, or <i>vice versa</i> ..	25
Thorndon Shed to Kilbirnie, or <i>vice versa</i> ..	35
Newtown Shed to Kilbirnie, or <i>vice versa</i> ..	15

*Signing on and off.*

6. (a) Motormen shall be allowed ten minutes' time for inspection of their cars before taking them out and starting work for the day, and shall be allowed five minutes after finishing work.

(b) Motormen taking over cars in traffic shall be allowed five minutes for signing on ; when taking up p.m. straight shift duty at Lambton Station, ten minutes.

(c) Motormen on broken shifts and call-back duty shall be allowed five minutes each time for signing off.

(d) Conductors to be allowed ten minutes for signing on and taking over their cars, ten minutes for signing off and paying in box, and five minutes for each additional box or wallet paid in.

*Holidays.*

7. (a) Motormen, conductors, car-equipment adjusters, car-examiners, car-cleaners, shift-pitmen, linesmen, assistant linesmen, emergency linesmen, tower-wagon drivers, tractor and lorry drivers, permanent-way repairers, welders, track-cleaners, cable-jointers, assistant cable-jointers, and power-house employees shall work on public and statutory holidays, and shall receive twelve consecutive working-days' holiday on full pay after each ten months of service.

(b) Other employees working under this agreement who are not required to work on public and statutory holidays shall be entitled to seven consecutive working-days in each year as a holiday on full pay.

(c) The following are the statutory holidays referred to in the preceding clauses : Christmas Day, Boxing Day, New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, King's Birthday, and Labour Day.

(d) Men leaving the service with less than one year's service shall be entitled to the proportion of the holidays due, provided their minimum service exceeds six months.

(e) As far as practicable, fourteen days', but not less than seven days', clear notice shall be given by the employer to the employee to go on annual holiday leave.

(f) On application, holiday pay shall be paid in advance on seven clear days' notice being given.

(g) Except under exceptional circumstances, no employee entitled to annual leave shall be granted pay in lieu of such leave.

#### *Meals.*

8. Except in cases of emergency or breakdown, no employee (excepting employees provided for in subclause (l) of clause 14 of this agreement) shall be worked more than five consecutive hours on straight shift or six consecutive hours on broken shift without a meal relief, and not more than twenty minutes shall be deducted for each meal relief. Where the broken shift reaches the limit of six hours a meal relief of not less than twenty minutes shall be given, and same shall be paid for.

Sunday shifts shall receive a meal relief after six hours' work.

#### *Broken Shifts.*

9. (a) There shall be no spare list. Broken shifts shall be completed within twelve hours, except on Saturdays, statutory and public holidays, when they shall be completed within thirteen hours.

The number of broken shifts shall not exceed sixty. Such shifts to be completed not later than 6.50 p.m., excepting on Saturdays, when they shall finish not later than 8.30 p.m. This clause shall not apply to statutory and public holidays or conflict with the provisions of clause 9, subclause (c).

(b) Motormen and conductors so desiring may be kept continuously on broken-shift duty.

(c) Men on broken shifts will be allowed to exceed the limit of spread once a week, from Mondays to Fridays, such excess time to be paid for at time and a half rates.

(d) Men on broken shifts required to do continuous work shall receive a meal relief of thirty minutes after midday, such relief to be paid for.

(e) When the first portion of a broken shift extends to seven hours, the men working same shall not be called upon to perform any additional duties without a minimum payment of two hours, the eighth hour to be paid for at ordinary rates.

(f) When men on broken shift do straight shift duty they shall conform to the conditions governing straight shifts.

*Reports.*

10. (a) Any employee reported by the public shall receive notification of any charge involving dismissal, suspension, or loss of standing within forty-eight hours after receipt of the report by the department, and the inquiry shall be commenced within forty-eight hours after the employee has been notified and supplied with written particulars of the charge.

(b) All departmental reports to be in the hands of a departmental officer within two days of the date on which the alleged offence occurred, and the employee concerned shall then be notified thereof within twenty-four hours, and the inquiry shall be commenced within four days after receipt of the report. If the charge against any employee is not substantiated, all time occupied by such employee personally reporting to an officer of the department when instructed to do so to be paid for at full ordinary rates of pay.

(c) In computing time with respect to the above clauses Sundays and holidays to be excluded.

(d) Fifteen minutes at ordinary rates of pay shall be allowed for making out No. 1 reports whenever men are not relieved for the purpose.

(e) Night-shift employees called upon to report to the head of their department shall do so between 3 and 5 p.m.

(f) Any employee charged with an offence or breach of regulations shall have the right to call witnesses if so desired.

(g) In inquiries regarding charges of a departmental nature involving disratement or dismissal, the employee affected may have the right to have a union representative present at such inquiry.

*Tools, Clothing, &c.*

11. The employer shall supply the undermentioned tools and clothing :—

To motormen and conductors : Uniform, cap and cap-cover, and overcoat.

To car-cleaners : Oilskin trousers and clogs to be supplied as required.

To emergency linesmen : Oilskin, sou'wester, and leggings.

To car-equipment adjusters : All requisite tools usually supplied sufficient to carry out their work. Overalls when required.

To permanent-way repairers and trackmen permanently employed : Oilskin suit and sou'wester annually. When using tar these men to be supplied with clogs and overalls.

To pitmen : Overalls and clogs when working in pit.

To linesmen and assistant linesmen : Overcoat.

To tower-wagon drivers : Overcoat.

To tractor-drivers : Overcoat.

To track-cleaners : Overall trousers.

To bus-cleaners : Oilskin coats.

*Promotions.*

12. (a) All promotions of employees affected by this agreement shall be made from the employees in the service at the time of the vacancy occurring. In all cases seniority, capability, suitability, and record to be taken into consideration.

(b) Conductors not in possession of Government certificates of competence as motormen when promotions according to seniority fall due shall, unless failure to obtain such certificates has been due to illness or other good and substantial reason, lose priority for promotion to motormen.

(c) Senior conductors shall be notified by the department when they are required to pass a Government examination to secure certificate of competency as motormen, and in the event of any such conductor not availing himself of such opportunity he shall (excepting the provision stated in subclause (b) of this clause) lose his seniority rights to promotion.

*Transfers.*

13. No transfer shall be granted to any employee in the traffic branch except for reasons of ill health, and shall not exceed a period of six months, when if any extension is desired it shall be reviewed by the tramway manager and a representative of the union.

*General.*

14. (a) All call-back duty shall be paid for at schedule overtime rates, and any employee who may be required to sign on at any place other than his depot shall be allowed schedule travelling-time.

(b) No traffic employee shall be signed off for less than one hour.

(c) Motormen and conductors shall be paid for the time they are waiting while traffic is temporarily suspended.

(d) For breaches of discipline or other offences the management may, in lieu of inflicting suspension from duty as a punishment, reduce a motorman or conductor to any lower grade, irrespective of length of service.

(e) Motormen and conductors shall work by roster.

(f) Notwithstanding anything contained herein, conductors shall be required to serve a probationary period of three months, and their services may be dispensed with at any time within that period if found unsatisfactory by the management.

(g) Conductors shall be notified of shortages within twenty-four hours after receipt of their cash-boxes at the revenue office, and shortages shall be set off against "overs" every day and balanced at conductors' pay day.

(h) A conductor's check representative, appointed by the union, shall be provided at the cash office.

(i) As far as practicable, men employed on night shifts at the car-sheds shall work by roster.



(j) Men who are employed blowing out motor-fields with compressed air shall be paid  $\frac{1}{2}$ d. per hour in advance of their schedule rates.

(k) Pitmen whilst employed in the pits shall be paid  $1\frac{1}{2}$ d. per hour in addition to their ordinary rates.

(l) Crib-time of half an hour on pay shall be allowed to car-shed men employed on night shifts.

(m) Men employed operating concrete-breakers to be paid  $\frac{1}{2}$ d. per hour in advance of their schedule rates.

#### *Qualifications.*

15. (a) Junior motormen graded according to seniority, not to exceed twenty in number, shall take up motormen's or conductor's duties as required.

(b) A motorman shall be deemed to be appointed when he first acts as a motorman in traffic, and from that date he shall be paid at motormen's rate of pay, excepting in the case of a reduction of staff, when he shall go back to his former position.

(c) Any motorman or conductor leaving the service except through illness may only rejoin the traffic department as a conductor in his first year.

#### *Payment of Wages.*

16. (a) Car-shed, power-house, permanent-way, and overhead-employee employees shall be paid weekly on Fridays; day employees prior to 5 p.m., and night shift men prior to 11 p.m.

(b) Motormen and conductors shall be paid weekly on Fridays at the Lambton tramway office and Kilbirnie car-shed between the hours of 2 p.m. and 3.45 p.m. Men employed on broken shifts shall be paid weekly on Fridays at Newtown or Kilbirnie sheds after 5 p.m.

#### *Bus-drivers.*

17. *Hours of Work.*—(a) Ordinary hours of work, eight hours per day. Straight shift shall be completed within nine and a half hours and broken shifts within thirteen hours.

Drivers when on special duty, such as picnics and country excursions, where driving duty ends on arrival at terminus and recommences on return journey, to receive eight hours at ordinary time where spread is within thirteen hours.

Drivers when on special duty which necessitates their staying away from the city for one or more nights shall receive eight hours per day at ordinary time, in addition to lodging and garage expenses.

(b) *Overtime.*—Any time worked in excess of eight hours daily shall be deemed to be overtime and paid for at time and a half rates.

All time worked on Sundays and on Anzac Day shall be paid for at time and a half rates.

On Good Friday and Christmas Day double time rates if working.

(c) *Meal Intervals.*—No driver shall be required to work more than six hours continuously without an interval for a meal of at least twenty minutes.

(d) *Booking off.*—No driver shall be booked off duty for any lesser period than one hour, nor more than twice during any one day: Provided that for the purpose of this subclause meal intervals shall not be deemed to be periods booked off.

(e) *Duties of Drivers.*—It shall be part of the ordinary duty of a bus-driver to assist at any work that may be required of him when not driving, for the purpose of filling in time.

Bus-drivers may be employed as motormen or conductors when so required.

(f) *Signing on and off.*—Fifteen minutes shall be allowed bus-drivers for signing on and inspection of their buses and ten minutes for signing off.

(g) *General.*—Provision relating to holidays, uniforms, shortages, reports, promotions, transfers, and payment of wages, as applicable to motormen and conductors, shall also apply to bus-drivers.

#### *Power-house Work.*

18. (a) Leading fireman when required to attend to water shall be paid 1s. per shift above the schedule rates.

(b) When men are employed on the following work—viz., scaling inside of boilers, sweeping tops of boilers, cleaning economizer-flues, superheaters, blow-down pits, main flues, inside of culvert, cleaning oil-tanks under turbines, feed-tanks for boilers, Babcock boilers when such work is carried out from inside the brickwork and steam drums, scaling inside of tubes, removal of soot from flues and chambers, renewing air-blocks when boilers are under steam, working on fan platform when boilers are under steam, all repair work done inside of boilers—such work shall be considered to be “dirty work,” and the men employed thereat shall receive 3d. per hour in addition to the ordinary rates.

(c) When one fireman is employed on a shift at the Evans Bay Power-house, he shall be rated as a “leading fireman.” When two or more firemen are employed on a shift the senior man shall be rated as a “leading fireman.”

#### *Preference.*

19. (a) From and after the coming into operation of this agreement all persons thereby affected shall, within a fortnight of their so joining the service, become members of the Wellington City Tramways and Power-house Employees and Municipal Omnibus-drivers' Industrial Union of Workers and a benefit society. The entrance fee shall not exceed 5s. and subscriptions shall not exceed 7s. 6d. per quarter in advance, except for the first month in respect of which subscriptions

shall not exceed 1s. per week, and such fines as may be lawfully imposed upon a member for non-attendance without reasonable cause at meetings of the union, of which notices have been posted in the depots, or of being more than three months in arrears without reasonable cause in his contribution to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrears with his contributions, and £1 for misconduct at a meeting of the union.

(b) It shall be a condition of employment that employees shall join the said union and a benefit society, and shall remain financial members thereof while in the service.

(c) If any employee joining the service shall neglect to become a member of the union or of a benefit society within the time specified he shall be dismissed.

(d) If any person who has already joined the union, or who shall pursuant to the provisions of this agreement 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 General Manager that he is so liable, and that unless he rejoins the union within one week from the date of the notice his employment shall cease on the expiry of such week: Provided that this subclause shall not apply to employees promoted to the official staff.

(e) Provided that this clause does not apply to members of the New Zealand Institute of Marine and Power Engineers, the Amalgamated Society of Carpenters and Joiners, or the Amalgamated Engineering Union.

#### *Interpretation and Settlement of Disputes.*

20. The essence of this agreement is that the work of the employer shall always proceed in the customary manner, and shall not on any account whatsoever be impeded.

If any dispute or difference shall arise between the parties bound by this agreement and be not settled by mutual arrangement, the matters in dispute shall be referred to a committee consisting of three representatives of the employers and three representatives of the union, with the power to appoint a chairman. If this committee fails to agree upon the selection of a chairman, a Stipendiary Magistrate or the Conciliation Commissioner shall then be called upon to act in that capacity.

#### *Term of Agreement.*

21. The employment shall be deemed to be a weekly one, and not less than one week's notice of termination of employment shall be given by employer and employee; but this shall not prohibit the employer from dismissing any employee without notice for a good and substantial cause.

*Scope and Term of Agreement.*

22. This agreement shall come into force on the 25th day of September, 1933, and shall continue in force until the 24th day of September, 1934.

The common seal of the Mayor, Councillors, and Citizens of the City of Wellington was hereto affixed at the offices of and pursuant to a resolution of the City Council in the presence of—

E. P. NORMAN, Town Clerk.

The common seal of the Wellington City Tramways and Power-houses Employees' and Municipal Omnibus-drivers' Industrial Union of Workers was hereto affixed in the presence of—

C. L. HUNTER.  
R. E. SMITH.  
C. S. MORTON.  
C. HOBBS.