

(10890.) WANGANUI MUNICIPAL TRAMWAY AND OMNIBUS
EMPLOYEES.—INDUSTRIAL AGREEMENT.

In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial agreement between the Mayor, Councillors, and Citizens of the City of Wanganui, and the Wanganui Municipal Tramways and Omnibus Employees' Industrial Union of Workers.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 4th day of September, 1935, between the Mayor, Councillors, and Citizens of the City of Wanganui (hereinafter called "the Council"), of the one part, and the Wanganui Municipal and Omnibus Employees' Industrial Union of Workers (hereinafter called "the union"), of the other part, whereby it is mutually agreed by and between the Council and the union as follows:—

SCHEDULE.

Wages.

1. (a) The following shall be the minimum rates of wages payable to the undermentioned employees:—

	Per Hour.	
	s.	d.
Motormen and cleaners, &c.—		
Car-cleaners	1	10
Car-cleaners promoted to motormen-cleaners	1	10½
Car-cleaners over two years as motormen-cleaners	1	11½
Car-examiners	1	10½
Car-examiners promoted to motormen-examiners	1	11½

	Per Hour.	
	s.	d.
Conductors—		
First year	1	9½
Second year	1	10
Bus-drivers—		
First year	2	0
Second and subsequent years	2	1
Trackmen	1	10½
Lorry-drivers—		
Up to 30 cwt.	1	10¾
Over 30 cwt.	1	11¾
Permanent-way repairers	1	11½
Arc welders	2	1¼
Compressor Attendant	2	0½
Linesmen	2	1¾
Assistant linesmen	2	0¼
Motor mechanics	2	3
Fitters and turners	2	3
Electricians	2	3
Blacksmith	2	3
Coachworkers (includes woodmen, painters, smiths, vicemen, machinists, and trimmers) as per Coachworkers' award	2	3
Carpenters	2	3¾
Blacksmith's strikers	2	1
General labourers and shed hands	1	9
Storemen	1	10½

The above rates of wages are to be subject to the deduction of 10 per cent.

(b) One-man-tram operators acting in the dual capacity of driver and conductor shall whilst so employed be paid 2d. per hour extra (less the 10-per-cent. deduction) in addition to the wages set down in the schedule for motormen-cleaners or motormen-examiners.

(c) Nothing in this industrial agreement shall operate so as to prevent the Council from employing apprentices or helpers under the same conditions and at the same rates of pay as are ruling in the respective awards affecting the trades under which such apprentices or helpers are engaged.

(d) The clauses in these conditions will apply to regular employees only, but casual workers may be employed at the same rates of pay as those applying to the regular staff, except that no guarantee shall be given them in respect to the hours of work; and no annual holidays shall be given them.

Hours of Work.

2. *Traffic and Other Shift Men.*—(a) Except in cases of suspension of the service due to causes beyond the control of the Council, the week-day hours shall not be less than eight, to be worked within the space of twelve hours, and no employee shall be signed on or off for less than one hour.

(b) The Council—

- (1) May, at the discretion of the manager, require shift workers, who are being or have been rostered for work for a period of eight hours or over on any Sunday during any fortnightly pay period, to stand down in lieu thereof a shift of eight hours on any one day within the said fortnightly pay period;
- (2) Shall, in so far as it is reasonably practicable and the exigencies of the service will reasonably permit, so arrange the days off and the Sundays on so as to ensure an equal distribution of the work and of Sundays off.

(c) Tram and omnibus operators shall be paid whilst waiting at sports, races, or other amusements, and in the case of temporary suspension of traffic shall not be signed off for less than one hour.

(d) Any shift worker being required to work on after finishing shift shall receive, where practicable, two hours' notice of his being required to work on, and all specials shall be rostered not later than 2 p.m. on the previous day, except in cases of emergency.

(e) The hours of work provided for in subclauses (a) and (b) of this clause shall include all time worked by employees in performing duties appertaining to their calling, but shall not include time during which employees are booked off duty and no work is performed. It shall be part of the ordinary duty of employees to assist at any work which may be required of them for the purpose of making up time.

General.—(f) In cases of special or emergency work the Council may vary the hours of all workers other than shift workers, but the hours of work shall not exceed nine hours per day or ninety-six hours per fortnight without the payment of overtime rates in accordance with clause 3.

(g) Any employee not on shift duty and not being a casual worker shall receive the Saturday half-holiday, where practicable, except that in the case of track-cleaners the half-day holiday will be taken on any day that the manager may direct.

(h) All time worked by permanent-way repairers before 7 a.m. and after 5 p.m. shall be paid at overtime rates, except when such men are employed as shift workers.

Overtime.

3. (a) Any time worked in excess of the fortnightly or daily hours prescribed, or in excess of the twelve hours provided in subclause 2 (a), shall be paid for at the rate of time and a quarter.

(b) All employees booked for duty on Sundays shall receive a minimum payment of two hours at the rate of time and a quarter.

(c) Traffic employees required to sign on to go out after 9 p.m. shall receive a minimum of two hours at time and a quarter.

(d) All men called for call-forward or call-back duty shall receive overtime rates of pay for all such duty, with a minimum payment of one hour.

(e) All overtime shall be worked on a roster system, and shall be distributed equitably.

(f) All time worked on Sundays shall be paid for at the rate of time and a quarter.

(g) All time worked on Anzac Day, Christmas Day, and Good Friday shall be paid for at time and a half.

Time Allowances.

4. (a) Tram-drivers shall be allowed ten minutes to inspect car before taking same out of shed and five minutes to take car into shed; joining car on road, five minutes; leaving car on road, five minutes. In cases where car is left in depot by tram-driver, and not used by another tram-driver, and is taken out again by original driver, five minutes only shall be allowed.

(b) One-man-tram operators when using cash-fare boxes shall be allowed five minutes in addition to the time allowances in clause 4 (a).

(c) One-man-tram operators when using ordinary cash-fare sectional tickets with or without cash-fare boxes shall be allowed twenty minutes for signing on at commencement of shift and fifteen minutes to sign off at termination of shift.

(d) Conductors shall be allowed fifteen minutes for the inspection of their tickets each time they take out a new box, and ten minutes each time they pay in. On all other occasions they shall be allowed five minutes to sign on and five minutes to sign off.

(e) Bus-drivers using cash-fare sectional tickets with or without cash-fare boxes shall be allowed a total of fifteen

minutes for signing on and for the inspection of tickets, and ten minutes each time they pay in. On all other occasions they shall be allowed five minutes to sign on and five minutes to sign off.

(f) Bus-drivers when using cash-fare boxes shall be allowed ten minutes to sign on and five minutes to sign off.

(g) All employees who are required to take over their cars or are relieved at the post-office shall be allowed seven minutes travelling-time, or at Maria Place shall be allowed ten minutes travelling-time.

Passes.

5. All employees mentioned in this industrial agreement shall travel free on the cars, and shall be provided with passes for that purpose. These passes shall be subject to the regulations printed thereon. Employees travelling to and from duty in full uniform shall not be required to produce passes.

Holidays.

6. (a) All employees other than casuals mentioned in this industrial agreement who are required to work on statutory holidays shall, after three years' continuous service, be entitled to twelve working-days' holiday every ten months at the schedule rate of pay only as set out in this agreement (less the 10-per-cent. deduction). Those employees who are not required to work on statutory holidays shall, after three years' consecutive service, be entitled to seven working-days in each year as a holiday at the schedule rates of pay only as set out in this agreement, less the 10-per-cent. deduction.

(b) Employees other than casuals mentioned in this industrial agreement who are required to work on statutory holidays and who have been continuously employed in the service for twelve months consecutively shall receive nine working-days' holiday every ten months at the schedule rate of pay as set out in this agreement. Those employees who are not required to work on statutory holidays and who have been continuously employed in the service for twelve months shall be paid for the statutory holidays at the ordinary working-day rates.

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

(d) Employees going on holiday shall, if so desired, receive pay in advance up to the end of the holiday due.

(e) In the event of an employee other than a casual leaving the service or being discharged after nine months' service, he shall be paid for such proportion of his holidays as are due up to the time of his leaving the service.

(f) When holidays are due as provided in subclauses (a) and (b) hereof employees shall receive same as soon thereafter as the working of the system will permit. Holidays will be balloted for.

(g) Holidays shall not be allowed to accumulate.

(h) As long a notice as possible, but not less than three clear days, shall be given by the Council to the employee to go on annual holiday leave.

(i) Employees not called for duty on Christmas Day, Good Friday, or Anzac Day shall receive ordinary rates of pay for eight hours on each of such days, except when Anzac Day and Christmas Day fall on a Sunday.

(j) The casual worker will not be paid for statutory holidays except when required to work on same. On such occasions he will receive the rate of pay set down for regular employees for Christmas Day, Good Friday, and Anzac Day. On all other occasions he will be required to work at ordinary rates.

Qualification and Promotion.

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

(b) Employees not in possession of Government certificates of competency 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-cleaners or motormen-examiners.

(c) Any motormen-cleaner or motormen-examiner may, with the prior consent of the manager, and subject to his being medically fit, of good record, and capable and suitable for the post, offer himself for further examination both theoretical and practical, which, if successful, would make him eligible for appointment to a position as a one-man-tram operator.

(d) A successful candidate may, as a vacancy occurs, be appointed firstly to a position of probationary one-man-tram operator at his current rate of pay plus one-man-tram operator's

allowance, whilst he will require to serve a minimum period of three months as a probationer before being eligible for further promotion to a one-man-tram operator.

(e) Seniority as a one-man-tram operator will date from the time of first appointment as a one-man-tram operator.

Medical Examination.

8. The Management may at any time require drivers acting as one-man-tram operators to submit themselves to a medical examination by the tramway doctor.

Reports.

9. (a) No charge laid by an officer against an employee shall be considered unless the intention to lay such charge shall have been made known to such employee not later than twenty-four hours after the time of the alleged offence. Every charge shall be in writing, and shall be open to the inspection of the employee before he is required to answer same.

(b) Any complaint or report by any person other than an officer affecting an employee shall be notified to such employee within twenty-four hours of the receipt by the Council of such complaint or report before being called upon to give an answer or explanation.

(c) No complaint or report by any person other than an officer shall be considered unless such complaint or report is in writing and is in the hands of the Council within ninety-six hours of the occurrence upon which complaint or report is based.

(d) Any employee called upon to answer any complaint or charge may call evidence in defence, and may require the attendance at any inquiry of the person making such complaint or charge.

(e) If a 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 shall be paid for at full ordinary rates of pay.

(f) All departmental reports shall be in the hands of the departmental officer within twenty-four hours of the alleged offence occurring, and the inquiry shall be commenced within forty-eight hours of such report being received, Sundays and holidays excepted.

(g) All complaints shall be made to and dealt with by the general manager. In the event of the general manager being away, such report shall be delivered to him within forty-eight

hours of his returning, and the inquiry shall be commenced within forty-eight hours of his receipt of the report. All reports shall be made in ink or indelible pencil.

(h) 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.

Seats and Lockers.

10. A seat shall be provided for motormen on each car, to be used subject to such reasonable regulations as the manager may issue from time to time. A waterproof locker shall be provided on each car, with a lock.

Clothing.

11. (a) All employees required to wear uniform and overcoats shall be supplied with the same at the cost of the Council. No employee shall wear such uniform or clothing except while on duty.

(b) Employees must keep all clothing in good order and repair, and must appear on duty clean and tidy in dress and person.

(c) The following shall be supplied: To linesmen—overcoat, oilskin, and sou'westers. To car-equipment adjusters—all requisite tools usually supplied sufficient to carry out their work, and overalls when required, but not exceeding two sets per annum. To permanent-way repairers and trackmen permanently employed—oilskin, sou'wester, and leggings; when spraying hot tar, these men shall be supplied with clogs and overalls. To arc welders—suitable equipment shall be provided for protection in carrying out their duties.

Conductors' Shortages and Surpluses.

12. Each conductor's shortages and overs shall be balanced fortnightly to coincide with pay period, and posted in the depot as soon as possible thereafter, and any deficiency shall be paid in by the conductor on the next pay-day. The shortage sheet shall be posted daily.

Terms of Engagement.

13. Not less than one week's notice of termination of employment shall be given by the Council and the employee; but this shall not prevent the Council from dismissing an employee without notice for good and substantial cause, subject in all cases to an appeal by the employee, unless otherwise mutually

agreed between the Council and the employee. This clause shall not apply to casuals, who may resign or be dismissed at any time. "Casuals" shall be deemed to mean employees with less than three months' service.

General.

14. (a) One-man-tram operators shall be paid 3d. per hour extra during such hours as they are training students.

(b) Notwithstanding anything herein contained, employees on engagement 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 manager.

(c) Every student conductor shall be provided with a bag and tickets whilst engaged in training for a conductor, and shall be responsible for same.

(d) No entry shall be made on any employee's record in cases where he has not been censured, unless an offence is admitted. Employees may inspect their records on application previously made.

(e) For breaches of discipline or other offences the manager may suspend an employee, or reduce him to a lower grade, irrespective of length of service. In addition to the usual penalties, such as dismissal, disratement, suspension, reprimands, &c., an offender may have to forfeit, in accordance with the gravity of the offence, a certain period of seniority as a one-man-tram operator.

(f) A time allowance, at ordinary rates, of fifteen minutes shall be made to employees for writing out No. 1 reports, but only in such cases when the employee is not at fault.

(g) Crib-time of half an hour on pay shall be allowed to car-cleaners and car-examiners employed on night shift.

Conveniences.

15. Lavatory accommodation, as far as possible, shall be provided at all outside termini.

Preference.

16. (a) From and after the coming into operation of this industrial agreement all persons (other than casuals) affected thereby shall, within a fortnight of their joining the service, become members of the Wanganui Tramway Employees' Industrial Union of Workers. The entrance fee shall not exceed 5s., and subscriptions shall not exceed 13s. per quarter in advance, except for the first month, in respect of which subscription shall not exceed 1s. per week, and such fines as may

be lawfully imposed upon a member for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or being more than three months in arrears without reasonable excuse in his contributions 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 the City or other Sick Benefit Society, and shall remain financial members thereof while in the service.

(c) If any person who has already joined the union, or who shall pursuant to the provisions of this industrial 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 unless he rejoins the union within one week from the date of the notice his employment shall cease at the expiry of such week, provided there is a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same: Provided that this subclause shall not apply to employees promoted to the official staff.

Interpretations.

17. For the purpose of this industrial agreement "manager" or "general manager" shall mean the manager of the Tramway Department of the Wanganui City Council.

Term of Industrial Agreement.

18. This industrial agreement shall come into force on the date hereof, and shall continue in force until the 31st day of May, 1936.

The common seal of the Mayor, Councillors, and Citizens of the City of Wanganui was hereto affixed by order of the Council by and in the presence of—

[L.S.]

W. J. ROGERS, Mayor.
G. MURCH, Town Clerk.

Signed and sealed on behalf of the Wanganui Municipal Tramways and Omnibus Employees' Industrial Union of Workers—

[L.S.]

B. R. PITT, President.
EZEKIEL TODD, Committee.
W. R. SMITH, Secretary.