WANGANUI MUNICIPAL TRAMWAYS AND OMNIBUS EMPLOYEES,—VARIATION OF INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement made on the 23rd day of June, 1944, between the Wanganui City Corporation and the New Zealand Tramways Authorities' Employees' Industrial Union of Workers.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 23rd day of June, 1944, between the Wanganui City Corporation, of the one part, and the New Zealand Tramways Authorities' Employees' Industrial Union of Workers, of the other part (which industrial agreement varies the industrial agreement made between the parties on the 24th day of November, 1941): Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 18th day of September, 1944.

[L.S.]

A. TYNDALL, Judge.

In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments.

IT is hereby mutually agreed that the industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, and dated the 24th day of November, 1941, as between the Mayor, Councillors, and Citizens of the City of Wanganui, on the one part, and the New Zealand Tramways Authorities' Employees' Industrial Union of Workers, on the other part, and as varied by mutual agreement dated 28th May, 1942, shall be further varied in the following manner :---

1. Amend clause 3, subclause (b), by adding the following words: "and no employee shall be signed off for less than one hour."

2. Delete clause 4, and substitute:----

"4. (a) The following time allowances shall be made to traffic men:-

 "Signing on at depot, including signing time- book, perusing rosters and notices, and procuring gear from lockers "Signing off at depot, including stowing gear in lockers, perusing rosters and notices, report- 	5 m	inutes.
ing in defects' book when required, and signing time-book	5	"
"Preparation of new box necessitating making out	10	
running-sheet and waybill if required	10	"
"Inspection and preparation of tram-car which has already been in traffic and has air		
pumped up, and driving same to depot door		
ready for service	5	22
"Inspection and preparation of tram-car which		,,
has not been in traffic, and driving same to		
depot door ready for service	10	"
"Taking tram-car into shed, securing same as	~	
instructed, and proceeding to depot door	5	"
"Securing tram-car which is to be left on the road unattended	5	
"Taking over, inspection, and preparation of car	0	"
which has been left unattended on road	5	
"Taking omnibus from shed to depot door ready	0	"
for service	5	"
"Taking omnibus into shed and leaving secure	5	"
"Completing running-sheet and waybill if		
required and paying in amounts up to £10	10	"
"Completing running-sheet and waybill if		
required and paying in amounts exceeding £10	15	
"Walking Time—	19	"
"Employees required to take over car at		
Wilson Street	5	77
"Employees leaving car at Wilson Street	5	"
"Employees required to take over car or		
omnibus at Ridgway Street stop	10	"
"Employees leaving car or omnibus at	10	
Ridgway Street stop	10	"

"Note.—Three minutes extra walking-time shall be allowed for each additional street block beyond the Ridgway Street stop.

"(b) 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 twelve hours.

"(c) Subclause (i) of clause 4 of existing agreement to be written in as subclause (c) of new clause 4.

"(d) Safety Spread: No employee shall be signed on to commence a day's work less than seven hours after termination of previous day's work. This subclause shall not operate between Sunday p.m. and Monday a.m. shifts."

3. Clause 6, subclause (a): Delete the word "nine," and substitute word "seven," in line four.

4. Clause 6, subclause (b): Add "2nd January" after "New Year's Day" in line two.

5. Delete subclauses 6 (h) and (i), and substitute the following:—

"(h) Employees not normally required to work on statutory holidays shall receive eight hours' pay at ordinary rates for each of the statutory holidays mentioned in subclause (b)hereto when any such day falls on a normal working-day. When any of the days mentioned in subclause (b) hereto falls on an employee's normal day off, he shall receive a day off in lieu thereof at ordinary rates of pay.

"(i) Employees who are normally required to work on statutory holidays shall receive eight hours' pay at ordinary rates for Christmas Day, Anzac Day, and Good Friday when no work is performed, except when Anzac Day or Christmas Day falls on a Sunday or on employee's normal day off. Should Christmas Day, Anzac Day, or Good Friday fall on an employee's normal day off, he shall receive in lieu thereof a day at ordinary rates of pay in addition to his annual leave."

6. Clause 6, subclause (j): Add "and (i)" after "(h)" in line three.

7. Clause 17: Add subclause:---

"(b) The essence of this agreement being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this agreement, or any of them, as to any matter whatsoever arising out of the agreement (not being a question affecting rates of pay or hours of work), or if any dispute or difference shall arise between the parties, or any of them, in connection with any matter relevant to but not dealt with in the agreement, every such dispute or difference shall be referred to a committee to be composed of three representatives of each side, together with an independent Chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such Committee upon giving to the other side written notice of such appeal within fourteen days after such a decision has been made known to the party desirous of appealing."

Signed on behalf of the Mayor, Councillors, and Citizens of the City of Wanganui—

[L.S.]

W. J. Rogers, Mayor. A. K. White, Town Clerk.

Signed on behalf of the New Zealand Tramway Authorities' Employees' Industrial Union of Workers—

[L.S.] F. HACKETT, National President. P. A. HANSEN, National Secretary. 23rd June, 1944.