

WELLINGTON CITY COUNCIL TRANSPORT DEPARTMENT INSPECTORS,  
DESPATCHERS, AND DEPOT OFFICERS—AWARD

In the Court of Arbitration of New Zealand, Wellington Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Wellington Tramway Inspectors, Despatchers and Depot Officers Industrial Union of Workers (hereinafter called “the union”) and the undermentioned council (hereinafter called “the employers”):

Wellington City Council, Wellington.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, doth hereby order and award:

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the Schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the Schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 9th day of August 1967 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 9th day of February 1966.

[L.S.]

A. P. BLAIR, Judge.

SCHEDULE

*Application of Award*

1. This award shall apply to those workers, with the exception of the Chief Inspector, appointed by the Wellington City Corporation to any position in the Transport Department of the Wellington City Corporation as inspectors, despatchers, depot officers, or any combination of such positions.

*Hours of Work*

2. The ordinary hours of work shall be 40 hours per week to be worked on five days of the week, Sunday to Saturday, both days inclusive. Not less than eight hours shall be provided on each of the five days of the week upon which the worker concerned is rostered for duty.

*Salaries*

3. (a) The following shall be the minimum annual salaries payable:

Shift inspectors	.....	.....	.....	.....	.....	£1,465
Senior inspectors	.....	.....	.....	.....	.....	£1,380
Inspectors	.....	.....	£1,170,	£1,210,	£1,260,	£1,300
Depot officers at Kilbirnie	.....	.....	.....	£1,170,	£1,210,	£1,260
Depot officers other than at Kilbirnie	.....	.....	.....	.....	£1,170,	£1,210

Subject to effective performance of duties, promotion for inspectors and depot officers on this scale shall be by annual increment.

(b) Any worker who is required to perform the duties of a higher grade officer under this award shall, if he occupies the higher position for more than three weeks continuously, be paid from the date on which he commenced the higher grade duty and while engaged performing such higher grade duty at the rate not less than the minimum salary paid for the higher position.

(c) For the purpose of the calculation of overtime accruing under this award, the hourly rate of ordinary pay shall be the annual salary divided by 2,080.

*Meal Period*

4. All workers shall be granted a meal period of not more than one hour within not more than five and a half hours after signing on. They shall not be so relieved until at least two and a half hours have elapsed since signing on.

In the event of the exigencies of the service precluding a worker taking his usual meal hours, an allowance of 5s. 7d. shall be paid.

*Saturday Work*

5. For time worked on Saturday as part of his ordinary hours of work, half ordinary rates of pay additional calculated in the manner provided for in subclause (c) of clause 3 of this award.

*Sunday Work*

6. For the time worked on Sunday as part of his ordinary hours of work, ordinary rates of pay additional calculated in the manner provided for in subclause (c) of clause 3 of this award shall be paid with a minimum as for eight hours worked.

*Days Off, etc.*

7. The existing practices relating to shift work, commencing and finishing times, and days off, etc., shall be continued but alterations may be made to meet altered conditions after consultation with the union.

When practicable, the two days off each week shall be granted to each worker on successive days.

*Overtime*

8. (a) Time worked in excess of eight hours in any one day shall be classified as overtime and shall be paid for at time and a half rates for the first three hours and double rates thereafter.

(b) All time worked on Sundays shall be paid for at double time rates of pay.

(c) Should a worker be required to work on his rostered day off, he shall be paid at double ordinary hourly rates of pay calculated in accordance with the provisions of subclause (c) of clause 3 of this award.

### *Holidays*

9. (a) For the purposes of this award "public" or "statutory" holidays shall be deemed to be all, or any one, of the following days:

New Year's Day	2 January
Anniversary Day	Good Friday
Easter Monday	Anzac Day
Labour Day	Christmas Day
Boxing Day	The birthday of the reigning Sovereign

or any other day or days usually observed or granted by the Wellington City Council.

(b) Workers shall, when required, work on any of the public or statutory holidays specified in subclause (a) of this clause and in such cases workers shall be paid an extra day's pay at ordinary rates as calculated in subclause (c) of clause 3 of this award.

Workers shall receive three weeks' (i.e. 15 consecutive working days) holiday leave on pay after each nine months employment.

(c) When any public or statutory holiday, except Anzac Day, occurs while a worker is absent on holiday leave, or when such day falls on a worker's normal "day off" the worker shall receive an additional day as a holiday on pay or an extra day's pay, whichever conforms to the requirements of the employer.

### *General Conditions*

10. (a) Existing arrangements for the transport of workers to and from work at times when public transport is not available shall be continued.

(b) Workers shall be allowed a rest interval not exceeding 10 minutes in each half of the ordinary rostered day's work.

(c) All other conditions of employment not specifically provided for therein shall be governed by the Staff Regulations of the Wellington City Council as amended by the council from time to time.

(d) Each worker, on the anniversary of his appointment as an inspector, shall be supplied with one uniform of suitable quality material, two shirts, one tie, one cap and biennially with one overcoat and one raincoat, also suitable type leggings.

### *Unqualified Preference*

11. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union).

### *Disputes*

12. The essence of this award being that the work of the employer 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 award, or any of them, as to any matter arising out of the award (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 award, every such dispute or difference shall be referred to a committee to be composed of not more than two representatives of each side together with an independent chairman to be mutually agreed upon. 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 14 days after such decision has been made known to the party desirous of appealing.

### *Term of Award*

13. This award, in so far as it relates to rates of wages, shall be deemed to have come into force on the 5th day of December 1965, and so far as all other provisions of the award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 9th day of August 1967.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 9th day of February 1966.

[L.S.]

A. P. BLAIR, Judge.

### MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation. The unqualified preference provision (clause 11) has been inserted in accordance with the agreement of all the assessors.

A. P. BLAIR, Judge.