

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

(Filed in the Office of the Clerk of Awards, Wellington)

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1954, this 17th day of September, 1970, between the Mayor, Councillors and Citizens of the City of Wellington (hereinafter referred to as "the employer"), of the one part, and the Wellington Tramway Inspectors, Despatchers and Depot Officers Industrial Union of Workers (hereinafter referred to as "the Union") of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:

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 incorporated in and 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

APPLICATION OF AGREEMENT

1. This agreement 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	.....	.....	.....	\$4264
Senior Inspectors	.....	.....	.....	\$4030
Inspectors (1)	.....	.....	.....	\$3789
(2)	.....	.....	.....	\$3555
(3)	.....	.....	.....	\$3439
				\$3316

(1) = Maximum for Inspector.

(2) = Maximum for Depot Officer, Kilbirnie.

(3) = Maximum for Depot Officer other than Kilbirnie.

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

3. (b) Any worker who is required to perform the duties of a higher grade officer under this agreement shall, if he occupies the higher position for more than one week 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) In addition to the salaries prescribed in sub-clause (a) of this clause, an allowance of \$2.00 per week shall be paid to workers covered by this agreement, to compensate for shift work and the extended spread of hours provided in clause 2. Provided that officers who are employed on afternoon or night shifts shall be paid a further \$1.50 per week in addition to the abovementioned payment.

(d) For the purpose of the calculation of overtime accruing under this agreement, 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 75 cents 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 sub-clause (d) of clause 3 of this agreement.

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 sub-clause (d) of clause 3 of this agreement shall be paid with a minimum as for eight hours worked.

DAYS OFF, ETC.

7. Shifts shall be worked as required. When workers are required to work broken shifts the normal eight hours of the shift shall be completed within a spreadover of eleven hours. Such spreadover of hours shall include the time during which a worker is relieved for a meal and shall also include the time between the first and second portions of the shift. Where practicable, the two days off each week shall be granted to workers 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 sub-clause (d) of clause 3 of this agreement.

HOLIDAYS

9. (a) For the purpose of this agreement "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 sub-clause (a) of this clause and in such cases workers shall be paid an extra day's pay at ordinary rates as calculated in sub-clause (d) of clause 3 of this agreement.

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 may elect to receive an additional day as a holiday on pay or an extra day's pay.

(d) Payment for workers on holiday leave shall be on the basis of the worker's average weekly taxable earnings for the preceding nine months (or lesser period where applicable) immediately preceding the holiday leave entitlement, provided that the holiday pay does not exceed the worker's ordinary pay plus 30 per cent, and provided further that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday leave.

GENERAL CONDITIONS

10. (a) Existing arrangements for the transport of workers to and from work at time 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 agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement, 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 sub-clause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this agreement so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under sub-clause (a) hereof to become a member of a union who fails to become a member, as required by that sub-clause, 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 sub-clause (b) hereof commits a breach of this agreement.

(d) Every employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom sub-clauses (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 agreement.

(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 agreement 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 agreement, or any of them, as to any matter 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 not more than two representatives of each side together with an independent chairman to be mutually agreed upon, or, in default of agreement within 14 days 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 14 days after such decision has been made known to the party desirous of appealing.

COURT ORDERS

13. The rates of remuneration provided for in this award are related to the rates applying to the State Services. The aforesaid rates shall be amended from time to time in accordance with wage worker determinations issued by the State Services Commission as a result of any half yearly or specific reviews undertaken in accordance with the provisions of section 24 of the State Services Remuneration and Conditions of Employment Act 1969. Pursuant to section 7 of the General Wage Orders Act 1969, no general wage order of the Arbitration Court shall have any application to the rates of remuneration provided in this award.

TERM OF AGREEMENT

14. This Agreement shall be deemed to have come into force on the 2nd day of August, 1970, and shall continue in force until the 1st day of February, 1972.

In witness whereof this Agreement has been executed by the parties hereto this seventeenth day of September, 1970.

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 Wellington City Council in the presence of:

D. MACLEAN, Town Clerk.

The Common Seal of the Wellington Tramway Inspectors, Despatchers and Depot Officers Industrial Union of Workers was hereto affixed pursuant to a resolution of the Union in the presence of:

I. IMLACH, President.

H. I. RICHARDS, Secretary.