

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

(1747.) OTAGO TRAMWAY EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1908”; and in the matter of an industrial dispute between the Otago Tramways Industrial Union of Workers (hereinafter called “the union”) and the Mornington Borough Council, the Dunedin and Kaikorai Tramway Company, and the Dunedin and Roslyn Tramway Company (hereinafter referred to as “the employers”).

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the above-mentioned dispute, and the agreement of the parties, and in order to give effect to the application of the parties that the terms and conditions thereof should be embodied in this award, 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 the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 2nd day of November, 1908, and shall continue in force until the 2nd day of November, 1911.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 12th day of December, 1908.

W. A. SIM, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work shall be up to eight per day for all employees, but the employer shall have the right to call on any employee to work for one hour more on any day, paying for the

time so worked at ordinary rates. All time worked beyond nine hours shall be paid for at time-and-a-half rates. All time worked on Sundays shall be paid for at time-and-a-half rates. Any man called upon to work on Christmas Day or Good Friday shall be paid at double-time rates.

Meal Reliefs.

2. The employer shall have the option of relieving any man for meal-time for a maximum of one hour, the time of such relief to be deducted in the computation of the man's time. In cases where the option is not exercised, relieving-mates are to be allowed to relieve each other for meal-time; failing such agreement, the men shall work throughout the shift.

3. Rates of Wages.

Gripmen, 1s. 0 $\frac{3}{4}$ d. per hour from 1st November, 1908; 1s. 1 $\frac{1}{2}$ d. per hour after two years' service dating from 1st November, 1908.

Conductors, 11 $\frac{1}{4}$ d. per hour from 1st November, 1908; 1s. per hour after two years' service dating from 1st November, 1908.

Car-repairers, 1s. 1 $\frac{1}{2}$ d. per hour.

Ropemen, 1s. 1 $\frac{1}{2}$ d. per hour.

Linemen and greasers, 1s. per hour.

General labourers, 1s. per hour.

Under-rate Workers.

4. (a.) Any worker who considers himself incapable of earning the minimum wage may be paid such lower wage as may from time to time be fixed, on the application of the worker after twenty-four hours' notice to the union, by the local Inspector of Awards, or such other person as the Court may from time to time appoint for that purpose, and such Inspector or person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person may think fit to consider, after hearing such evidence and argument as the union and worker shall offer; and upon granting such a permit, the Inspector or such person shall forward notice thereof to the Inspector of Factories.

(b.) Whenever occasion arises for so fixing a worker's wage it shall be fixed for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of the said period until fourteen days' notice shall have been given to him by the secretary of the union requiring him to have his wage again fixed in such manner as prescribed by this clause: Provided that in the case of any person whose wage is so fixed, by reason of old age or permanent disability, it may be fixed for such longer period as such Inspector or person shall think fit.

(c.) It shall, notwithstanding the foregoing, be competent for a worker to agree with the president or secretary of the union upon such wage without having the same so fixed.

(d.) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(e.) It shall be the duty of an employer, before employing any man at such lower wage, to examine the permit or agreement by which such wage is fixed.

Notice of Dismissal.

5. A week's notice of dismissal or of resignation shall be given by the employer or worker, but this shall not prevent the employer from dismissing any worker for good cause.

Uniforms.

6. Where uniforms are required to be worn, the company shall pay half the cost of same.

Non-discrimination.

7. The employer shall not in the engagement or dismissal of workers discriminate against members of the union, nor do anything for the purpose of injuring the union, whether directly or indirectly. When members of the union and non-members are employed together there shall be no distinction between them, and both shall work together in harmony and shall receive equal pay for equal work.

Conditions applicable to Engine-drivers.

8. The following conditions shall apply only to the Dunedin and Kaikorai Tramway Company and Dunedin and Roslyn Tramway Company:—

Wages to be 10s. per day. "Day" to mean eight hours actual running of engine. Time for preparing engines, &c., exclusive of the day's work.

Sunday work to be paid as follows: 10s. for the first eight hours; 1s. 6d. for all time over eight hours. Sunday to be worked so as to allow each man to have every alternate Sunday off.

Overtime, 1s. 6d. per hour.

All holidays to be worked at ordinary rates.

Each man to have six days' holidays every year on full pay, or six days' pay extra.

Duration of Award.

9. This award shall come into force as from the 2nd day of November, 1908, and shall remain in force until the 2nd day of November, 1911.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 12th day of December, 1908.

W. A. SIM, Judge.

MEMORANDUM.

This award embodies the agreement of the parties.

W. A. SIM, Judge.