

(2468.) DUNEDIN TRAMWAYS.—AWARD *RE* CABLE CARS.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; 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 Roslyn Tramway Company (Limited), and the Dunedin and Kaikorai Tram Company (Limited) (hereinafter called “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 having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, 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 1st day of January, 1912, and shall continue in force until the 31st day of December, 1914.

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 2nd day of February, 1912.

W. A. SIM, Judge.

SCHEDULE.

Wages.

1. The minimum rate of wages shall be as follows: Motormen and gripmen with no previous experience, 1s. 1½d. per hour; over six months' service, 1s. 2¼d. per hour. Conductors with no previous experience, 1s. per hour; over six months' service, 1s. 0¾d. per hour. Car-repairers (foremen excepted), 1s. 2¼d. per hour. Linemen and greasers, 1s. 0¾d. per hour. Assistant car-repairers or assistant linemen, 1s. per hour.

Hours of Work.

2. The hours of work shall average eight per day; not more than nine hours to be worked on any one day without overtime rates being paid. The method of averaging the shifts to be arranged between each manager and his employees. This clause shall not apply in the case of a breakdown of the plant.

All time worked on any week-day over nine hours shall be paid for at time-and-a-half rates: provided that any employee having worked eight hours being called upon to do repair-work after 11 p.m. shall be paid at time-and-a-half rates.

All time worked on Sunday shall be paid for at time-and-a-half rates. Christmas Day and Good Friday shall be paid for at double-time rates.

Motormen and gripmen who have to examine their own cars before taking them out of the car-shed shall be allowed fifteen minutes. Motormen, gripmen, and conductors to be allowed actual time occupied in running their cars into shed.

Holidays.

4. Motormen, gripmen, and conductors who are required to work on statutory holidays and who have been at least twelve months in the employer's service shall be entitled to six consecutive days' leave of absence each year on full pay. All other employees hereinbefore mentioned in this award who have to work on statutory holidays shall be paid time-and-a-half rates for all time worked on such holidays.

Broken Shifts.

5. All broken shifts shall be completed in twelve hours every day except on Saturdays. All time worked beyond such twelve hours on such days shall be paid for at overtime rates. No employee shall be signed off for less than one hour.

Seats, &c., for Motormen and Gripmen.

6. A seat shall be provided for motormen and gripmen for use on each car if practicable; said seat shall be used subject to such reasonable regulations as the employer shall from time to time make in writing in connection therewith.

Reports or Complaints against Employees.

7. (a.) Any employee reported by the public shall receive notification of any charge involving dismissal, suspension, or loss of standing within forty-eight hours after receipt of the report by the Department, and the inquiry shall be commenced within forty-eight hours after the employee is notified.

(b.) All departmental reports to be in the hands of a departmental officer within two days of the alleged offence, and the employee concerned shall be notified within twenty-four hours and the inquiry shall be commenced within four days after receipt of the report. If the charge against any employee is not substantiated, all time occupied by any employee personally reporting to an officer of the Department, when instructed so to do, to be paid for at full ordinary rates of pay.

(c.) In computing time with respect to above clauses Sundays and holidays to be excluded.

(d.) In cases of serious accidents where men are not relieved for the purpose, fifteen minutes shall be allowed for making out No. 1 reports.

(e.) The union shall have the right to engage at their own expense a shorthand-writer to take a shorthand note of the proceedings at inquiries, as defined above, and which shall be signed by the employee concerned and the manager as correct.

Free Passes.

8. All employees except casual hands shall be allowed to travel free to and from work.

Promotions.

9. Whenever there are suitable men in the service, all promotions of employees affected by this award shall be made from the employees at the time of the vacancy occurring. In all cases seniority, capability, and record to be taken into consideration.

Preference.

10. From and after the coming into operation of this award all persons joining the service shall, within one month of their so joining, become members of the union, it being agreed that the entrance fee shall not exceed 2s. 6d., and subscriptions shall not exceed 6d. per week. It shall be a condition of employment of all the said employees that they should join the said union, and that they shall remain members of the union. If any employee joining the service shall neglect to become a member of the union within the time specified he shall be dismissed. If any person who has already joined the union, or who shall pursuant to the provisions of this paragraph join the union, shall voluntarily and of his own motion resign from the union, he shall be liable to dismissal, and shall receive a notification from the Tramways Manager that he is so liable, and unless he rejoins the union within one week from the date of the notice he will be dismissed.

Uniforms.

11. Uniforms to be provided once a year, overcoats every second year. Half cost of same to be borne by the employees.

Shortages and Overs.

12. Conductors' "overs" to be placed in juxtaposition to "shortages" every day, and balanced to conductors every pay-day; credit balances to be carried forward. Conductors to have the right to make up their bags in the presence of a responsible official.

Payment of Wages.

13. All employees shall be paid all wages (including overtime) fortnightly between the hours of 2 p.m. and 4.15 p.m.

Terms of Engagement.

14. Not less than one week's notice of the termination of employment shall be given by the employer or the employee, but this shall not prohibit the employer from dismissing any employee for good and substantial cause, subject in all cases to an appeal by the employee.

General.

15. All ordinary shifts to go round if possible.

Conditions applicable to Engine-drivers.

16. The following conditions shall apply only to the Dunedin and Roslyn Tramway Company: Wages to be 10s. per day. "Day" to mean eight hours actual running of engine. Time for preparing engine, &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' holiday every year on full pay, or six days' pay extra.

17. The following conditions shall apply only to the Dunedin and Kaikorai Tram 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. All time worked over eight hours on any one day (Sundays excepted) shall be considered overtime, and 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. Each man to have six days' holiday every year on full pay, or six days' pay extra.

Term of Award.

16. This award shall come into force as from the 1st day of January, 1912, and shall remain in force until the 31st day of December, 1914.

In witness whereof the seal of the Court of Arbitration hath hereunto been put and affixed, and the Judge of the said Court hath hereto set his hand, this 2nd day of February, 1912.

W. A. SIM, Judge.

 MEMORANDUM.

This award embodies, without alteration, the agreement of the parties.

W. A. SIM, Judge.