

(5347.) DUNEDIN TRAMWAYS EMPLOYEES. — AGREEMENT WITH THE DUNEDIN AND ROSLYN TRAMWAY COMPANY (LIMITED) AND THE DUNEDIN AND KAIKORAI TRAM COMPANY (LIMITED), UNDER THE LABOUR DISPUTES INVESTIGATION ACT, 1913.

THIS agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 31st day of July, 1919, between the Dunedin and Roslyn Tramway Company (Limited) and the Dunedin and Kaikorai Tram Company (Limited) of the first part, and the Otago Tramways' Union of Workers of the second part, witnesseth that it is mutually agreed between the employers and the union as follows:—

Rates of Wages.

1. Car-repairers (foremen excepted), 1s. 5d. per hour. Linesmen and greasers, 1s. 4d. per hour. Ropeman, weekly wage of £3 10s. Conductors—First, second, and third years of service.

1s. 4d. per hour; over three years' service, 1s. 4½d. per hour. Motormen and gripmen—First year of service, 1s. 4½d. per hour; second year of service, 1s. 5d. per hour; third year of service and over, 1s. 5½d. per hour.

Hours of Work.

2. (a.) The hours of work for gripmen, motormen, and conductors shall average eight hours per day, and they shall be guaranteed ninety-six hours per fortnight of twelve week-days. All time worked in excess of eight hours in any one day shall be paid at the rate of time and a quarter for the first hour and time and a half thereafter. All other classes of workers shall work eight hours daily on six days of the week, or eight and three-quarter hours on five days and four and a quarter hours on one day. All time worked in excess of these hours to be paid for at time-and-a-half rates. Any worker called back for repair work shall receive a minimum of two hours at overtime rates. This clause shall not apply in the case of a breakdown of the plant.

(b.) All time worked on Sundays shall be paid for at time-and-a-half rates. Christmas Day and Good Friday shall be paid for at double-time rates. Workers called back for Sunday work shall receive a minimum of three hours' work.

(c.) 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.

3. (a.) Motormen, gripmen, and conductors after twelve months' continuous service shall receive the following holidays and full ordinary pay per annum: Under three years' service, eight consecutive days; over three and under five, nine consecutive days; over five and under seven, ten consecutive days; seven years' (and over) service, twelve consecutive days.

(b.) All other employees with over one year's continuous service and working under this agreement shall receive eight consecutive days' holidays on full pay.

(c.) Holidays shall not be allowed to accumulate.

(d.) Holidays shall be balloted for each year, but the right is reserved to the manager of any employer to defer any holidays if he deems it necessary for the efficient working of the service.

Broken Shifts.

4. (a.) All broken shifts shall be completed in twelve hours every day except on Saturdays—to be not more than two parts. 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.

(b.) Any conductor not being relieved of his bag at the termination of his shift shall be allowed one hour for paying in the next day. A spread of thirteen hours is allowed on Saturdays.

Seats, &c., for Motormen and Gripmen.

5. A seat shall be provided for motormen and gripmen for use on each car if practicable. The 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.

6. (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 employer, and the inquiry shall be commenced within forty-eight hours after the employee is notified.

(b.) All departmental reports shall 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 the 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 employers when instructed to do so, or during any time of his suspension, shall be paid for at full ordinary rates of pay.

(c.) In computing time in respect of the foregoing clauses Sundays and holidays shall 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's representative may be present at all inquiries to watch proceedings, and shall have the right to engage a shorthand-writer at his own expense to take a shorthand note of the proceedings, which shall be signed by the employee and the manager as being correct.

Free Passes.

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

Promotions.

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

Preference.

9. From and after the coming into operation of this agreement all persons joining the service shall within one month after 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 said 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 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.

10. All employees required to wear uniforms shall be supplied by employers with same free of cost. Ordinary uniform to be supplied once a year; overcoats once every second year.

“Shortages” and “Overs.”

11. 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.

12. 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.

13. Not less than one week's notice of 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.

14. All ordinary shifts to go round if possible.

Settlement of Disputes.

15. Any question incidental to or arising out of the interpretation of this agreement shall be referred to the Conciliation Commissioner for the Otago and Southland Industrial District for interpretation.

Term of Agreement.

16. The agreement to operate from the 7th day of July, 1919, and to continue in operation until the 31st day of December, 1920.

Signed on behalf of the union and seal affixed, this 31st day of July, 1919, in the presence of—W. H. Hagger, Conciliation Commissioner.

[SEAL.]

EDWIN M. RIX, President,
CHARLES PEARCE, Vice-President,
WILLIAM ABERNETHY,
F. WILLIAMS,

Union representatives.

Signed on behalf of the Dunedin and Roslyn Tramway Company (Limited) in the presence of—W. H. Hagger, Conciliation Commissioner.

A. F. KNOWLES,
Manager of the Dunedin and Roslyn
Tramway Company (Limited).

Signed on behalf of the Dunedin and Kaikorai Tram Company (Limited) in the presence of—W. H. Hagger, Conciliation Commissioner.

J. HUNTER,
Manager of the Dunedin and Kaikorai
Tram Company (Limited).

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Dunedin, pursuant to section 8 (1) of the said Act, on the 6th day of August, 1919. This agreement supersedes the agreement made between the parties on the 7th day of January, 1919, and the supplementary agreement dated the 4th day of February, 1919.