

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

(10277.) DUNEDIN TRAMWAY AND OMNIBUS EMPLOYEES.—
INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and of section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, this 27th day of May, 1932, embodies the terms of the settlement arrived at by the assessors appointed for the hearing of the industrial dispute between the Dunedin Tramways Industrial Union of Workers (hereinafter called "the union") of the one part, and the Dunedin City Corporation (hereinafter called "the employers") of the other part, whereby it is mutually agreed by and between the said assessors as set out in the schedule hereto.

SCHEDULE.

Rates of Wages.

1. The following shall be the minimum rates of wages:—

	Per Hour.	
	s.	d.
Conductors—		
First three months (probationer)	1	8½
Next nine months' service	1	9½
Second year's service	1	9½
Third year's service	1	10½
Motormen—		
First year	1	10½
Second year	1	10½
After two years' service	2	0
Car-examiners—		
Day shift—first grade	1	11½
Day shift—second grade	1	10½
Night shift—first grade	2	0½
Night shift—second grade	1	11¾
Car-cleaners—		
Day shift	1	9½
Night shift	1	10½
Permanent-way repairers (limited to twenty)	1	10½
Overhead linesmen (see note below).		
Assistant linesmen	1	10½
Emergency linesmen	1	11½
Motor-wagon, roller, and truck drivers	1	11½
Gangers, permanent-way	2	0½
Track cleaners	1	9½
Permanent-way repairers (casual)	1	11

Casual employees may resign or be dismissed at any time without notice. No guaranteed forty-eight hours' week is given to casuals, and they are not eligible for annual holidays.

The wages of the overhead linesmen are to be at the same hourly rate as that paid in the City Council's Electrical Department, but otherwise the conditions regarding hours and overtime rates, and all other conditions of employment, shall be governed by this agreement.

Hours of Work.

(Motormen and Conductors.)

2. (a) A minimum of ninety-six hours shall be provided each fortnight—not less than eight hours each day for twelve days—except that—

(b) Men shall be entitled to each alternate Sunday off when Sunday work is included in the ninety-six hours' fortnight, and employees shall be allowed one working-day off duty in lieu of such Sunday work. The employer shall have the right to call men back for duty on such day off at time and a half rates.

(c) All work done over and above eight hours in any one day shall be paid for at time and a quarter rates for the first hour and time and a half thereafter.

(d) All work done on Sundays shall be paid for at time and a half rates. Men called upon to report on a Sunday when such day is not included in their ninety-six hours' fortnight shall be paid a minimum of two hours at time and a half rates.

(e) All work done on Good Friday and Christmas Day shall be paid for at double time rates.

(f) A "straight shift" is a shift worked continuously, except when a meal relief intervenes; such meal relief shall not be deemed to constitute a break. Where a meal relief is given the time so taken shall not be paid for. Eighty per cent. of straight shifts shall go round.

(g) All broken shifts shall be completed within twelve and a half hours. This shall not prevent men being employed over a longer period at time and a half rates. All broken shifts shall be of not more than two parts. The percentage of broken shifts to straight shifts shall be not more than one in four: Provided, however, that if and when the Government regulations limiting the carrying-capacity of cars are enforced this latter provision shall be subject to review.

(h) All call-back and call-forward duty shall be paid for at time and a half rates, with a minimum of one hour's work. Men shall not be signed off for less than an hour.

(i) Motormen and conductors shall be paid whilst waiting at sports, races, public functions, and amusements, or while traffic is suspended.

(j) Spare-list men shall receive a minimum of ninety-six hours per fortnight, including Sundays (subject to the provisions of clause 14 hereof).

(Track-cleaners.)

(k) The hours of work for track-cleaners shall be eight per day, to be worked between 6.30 a.m. and 5 p.m., except Saturday, when work shall cease not later than 4 p.m. Except during the period October to March (inclusive), track-cleaners may be required to start work half an hour earlier, in which case they shall cease work half an hour earlier respectively.

(Car-examiners and Car-cleaners.)

(l) The hours of work on day shift for car-examiners and car-cleaners shall be eight hours and three-quarters per day on five days, and four hours and a quarter on Saturday, to be worked between 7.30 a.m. and 5 p.m. from Monday to Friday inclusive, and between 7.30 a.m. and 11.45 a.m. on Saturday.

(Permanent-way Repairers.)

(m) The hours of work for permanent-way repairers shall be eight hours and three-quarters on five days and four hours and a quarter on Saturdays, to be worked between the hours of 7.30 a.m. and 5 p.m. from Monday to Friday inclusive, and between the hours of 7.30 a.m. and 11.45 a.m. on Saturdays.

(Linesmen.)

(n) Linesmen's hours of work shall be eight hours per day on six days, to be worked between the hours of 7.30 a.m. and 5 p.m.

(o) All time worked in excess of the hours specified in the foregoing subclauses (k) to (n) inclusive shall be paid for at time and a half rates, and time and a half rates for any work done on Sundays. Employees referred to in subclauses (k), (l), and (n), also permanent-way repairers not casuals, shall be guaranteed forty-eight hours per week.

Night-work.

3. (a) Permanent-way men called out for night-work shall be paid for the first night at time and a half rates, with a minimum of two hours; thereafter at 2d. per hour above day rates.

(b) Car-examiners and car-cleaners if required to work on their night off shall be paid time and a half rates.

(c) Men manning cars after 12 o'clock midnight shall be paid at double time rates, and shall be allowed 1s. 6d. extra in lieu of a meal. Time shall be continuous from finish of previous shift.

(d) Men called upon to attend to lamps shall be paid a minimum of one hour at time and a half rates.

Travelling.

4. All employees included in this agreement shall be provided with passes to travel free to and from duty.

Signing on and off time.

5. (a) Motormen shall sign on eight minutes previous to taking on their cars, and shall be allowed seven minutes after finishing work. The said men on broken shifts and call-back duty shall be allowed five minutes each time for signing on or off intermediate shifts, and seven minutes after signing off for the day. The above does not apply to signing on or off for meal reliefs.

(b) Conductors shall sign on eight minutes previous to taking on their cars, and shall be allowed ten minutes when paying in box. The said men on broken shifts and call-back duty shall be allowed five minutes each time for signing on or off intermediate shifts. The above does not apply to signing on or off for meal reliefs.

And the allowances in (a) and (b) are not to be included in computing overtime, spread of duty, or intervals between shifts.

Holidays.

6. (a) All workers, after the first twelve months' continuous service, shall receive the following holidays on full ordinary pay per annum: Under three years' service, eight consecutive days; over three years and under five, nine consecutive days; over five years and under seven, ten consecutive days; seven years and over, thirteen consecutive days. Holidays shall not be allowed to accumulate.

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

(c) In the case of an employee who has not rendered actual service for a period of not less than eleven months of any year for which holidays are granted under this clause, such employee shall receive holidays *pro rata* for that part of the year during which he has rendered service. Where the employee has rendered actual service for a period of eleven months or more in any year for which holidays are granted he shall be entitled to holidays in full in accord with the foregoing scale. Any employee leaving the service or being dismissed shall receive holidays *pro rata* for that part of the year during which he has rendered service: Provided, however, that this shall not apply to any employee with less than one year's service.

Meal Reliefs.

7. (a) The manager shall arrange meal reliefs as asked for by the union, provided the same do not interfere with the working of the service. The time of such reliefs shall be deducted in the computation of the men's time.

(b) Men shall not be worked more than five hours without having approximately thirty minutes meal relief, except in cases of extraordinary traffic or unforeseen circumstances, in which case six hours may be worked.

Clothing.

8. All employees required to wear uniforms shall be supplied with same free of cost. Uniforms shall remain the property of the employer, and must be handed in when demanded.

Seats for Motormen.

9. A seat shall be provided for motormen for use in each car. The 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.

10. (a) Any charge involving dismissal, suspension, or loss of standing laid against an employee by an officer shall be made known to the employee as soon as practicable after the alleged offence is said to have been committed, and any report made by an officer against such employee shall be in writing, and the employee shall be entitled to see such report and make a copy of it before he is called upon to answer the charge.

(b) In the event of any report being made by a member of the general public affecting an employee, the employee shall be furnished with particulars within twenty-four hours of its being received, and before answering it shall be entitled to make a copy of the original.

(c) Any employee shall be permitted to call evidence in defence when an inquiry is held by the employer, and the employer shall, should he deem it necessary, have the person making the complaint in attendance at such inquiry.

(d) The union shall have the right to have a representative at all inquiries to watch proceedings, and shall have the right to engage a shorthand-writer, at its own expense, to take a shorthand note of the proceedings at inquiries, which shall be signed by the employee concerned and the manager, as being correct.

(e) If, pending an inquiry, an employee has been suspended, and if the complaint has not been sustained, the employee concerned shall be paid for the time so lost at ordinary rates of pay.

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

(g) No charge shall be preferred against an employee on the complaint of any member of the general public unless such complaint has been made in writing within three days of the alleged offence. This clause shall not apply where the subject-matter arises out of an accident that has not been reported.

(h) All inquiries shall commence within four days after the receipt of the report. In all computation of time in respect of this clause Sundays and holidays shall be excluded.

(i) Nothing in this clause shall operate to prevent any officer of the department from enforcing discipline or reprimanding any employee who is deemed to be careless or negligent in the discharge of his work.

Promotions.

11. All promotions of employees affected by this agreement shall be made from employees at the time of the vacancy occurring. In all cases capability, suitability, seniority, and record shall be taken into consideration. Applications shall be invited for all vacancies.

Preference.

12. From and after the coming into force of this agreement all persons joining the service and working under this agreement shall, within seven days of their so joining, become members of the union. It shall be a condition of employment of all employees working under this agreement that they shall join the said union. If an employee joining the service shall neglect to become a member of the union within the time specified, or shall become unfinancial, he shall be dismissed. If any person who has already joined the union, or who shall pursuant to this clause join the union, shall voluntarily of his own motion resign from the union he shall be liable to dismissal, and shall receive a notification from the Tramway Manager that he is so liable. Unless he rejoins the union within one week from the date of the notice he shall be dismissed: Provided that this clause shall not prevent the employer from employing any worker (whether a member of the union or not) temporarily or in a case of emergency.

Shortages and "Overs."

13. Conductors' "overs" shall be placed in juxtaposition to shortages every day, and balanced to conductors every pay-day; credit balances shall be carried forward. Conductors have the right to make up their own bags.

Terms of Engagement.

14. (a) Subject and without prejudice to the preceding provisions, not less than one week's notice of termination of employment shall be given by the employer or employee, but this shall not prohibit the employer from dismissing any employee for good and substantial cause. This clause shall not apply to casuals and probationary conductors, who may resign or be dismissed at any time.

(b) "Probationary conductor" shall be deemed to mean an employee with less than three months' service.

(c) In the event of an employee resigning or being dismissed from the service and being reinstated at a later date, his length of service shall be computed from the date of his last engagement.

Training of Students.

15. Whilst training students, motormen shall be paid at the rate of 1s. 6d. extra per day, and conductors at the rate of 1s. extra per day. The Tramway Manager shall have the absolute right to choose men for training duty. Student conductors shall be examined by a doctor before going on a car to train, the expense to be borne by the employer. Student conductors shall be paid £1 for seven days' training.

Benefit Society.

16. It shall be a condition of employment of all employees working under this agreement that they shall, within one month of this agreement coming into force, become and remain members of the Dunedin City Corporation Tramway Employees' Sick and Accident Society. It shall also be a condition of employment of all persons joining the service and working under this agreement that they shall, within one month of their joining the service, become and remain members of the Dunedin City Corporation Tramway Employees' Sick and Accident Society.

Variation of Agreement.

17. The Court reserves power to vary any of the provisions of this agreement on the joint application of the employer and the union, to suit altered circumstances.

MORNINGTON LINE.

Rates of Wages.

18. The rates of pay for the several classes of employees on this line shall be the same as set out in clause 1 hereof. Gripmen, for the purposes of classification, shall be in the same class as motormen. The rate of pay of the linesman shall be 2s. 0½d. per hour; relieving linesman, 1s. 11½d. per hour.

Hours of Work.

19. (a) The hours of work for gripmen and conductors shall be eight hours per day, and they shall be guaranteed ninety-six hours per fortnight of twelve days. All time worked in excess of eight hours in any one day shall be paid for at 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 hours and three-quarters on five days and four hours and a quarter on one day. All time worked in excess of these hours shall 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, and subclauses (f), (g), and (h) of clause 2 hereof, and clause 7 hereof, shall not apply to employees on this line.

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

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

(d) Any employee called out after midnight on rope-work shall be allowed 1s. 6d. in lieu of a meal.

(e) All broken shifts shall be completed in twelve and a half hours. This shall not prevent men being employed over a longer period at time and a half rates. All broken shifts shall be of not more than two parts. No employee shall be signed off for less than one hour.

20. Subject to any modification contained in clauses 18 and 19 hereof, the whole of the provisions of this agreement shall apply to the employees on the Mornington line.

BUS-DRIVERS.

(i) *Wages.*

21. The minimum rate for bus-drivers shall be 2s. 0½d. per hour : Provided, however, that the employer may employ bus-drivers engaged on observation tours and special hired trips at not less than 2s. 2d. per hour, whether such drivers are employed wholly or partly on such work, and bus-drivers so employed shall not be paid time and a half rates on Sundays, or double time on Good Friday and Christmas Day ; provided also that the working-conditions of such drivers shall be the same as those fixed for drivers on ordinary timetable work except as herein specially provided, with the addition that when men are booked off at a place other than the Tramway Depot they shall be paid half the ordinary rates ; and provided further that the minimum rate of 2s. 2d. per hour shall be payable for the full fortnightly period, irrespective of the class of work upon which such drivers may be engaged during the period.

(ii) *Hours of Work and Conditions.*

(a) The hours of work for bus-drivers shall be eight hours per day, and they shall be guaranteed ninety-six hours per fortnight.

(b) All time worked in excess of eight hours in any one day shall be paid for at time and a quarter for the first hour and time and a half thereafter.

(c) All broken shifts shall be completed within twelve and a half hours. This shall not prevent men being employed for a longer period at time and a half rates. All broken shifts shall be of not more than two parts : Provided that for the purpose of this subclause meal intervals shall not be deemed to constitute a break.

(d) All work done 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.

(e) All call-back and call-forward duty shall be paid for at time and a half rates, with a minimum of one hour's work. Men shall not be signed off for less than one hour.

(f) Drivers shall sign on ten minutes before taking their bus out, and shall be allowed ten minutes after finishing work to pay in their

cash. Five minutes shall be allowed for each intermediate sign-on or sign-off. The above does not apply to signing on or off meal reliefs and these allowances are not to be included in computing overtime, spread of duty, or intervals between shifts.

(g) When meal reliefs are given they shall not be of less than twenty minutes.

(h) Drivers required to wear uniforms, including overalls, shall be supplied with same free of cost. These shall remain the property of the employer, and shall be handed in when demanded.

(iii) *Other Provisions.*

The following clauses of this agreement shall also apply to bus-drivers: 4, Travelling; 6, Holidays; 12, Preference; 13, Shortages and "Overs"; 14, Terms of Engagement; 16, Benefit Society.

GENERAL.

Settlement of Disputes.

22. Any question incidental to or arising out of the interpretation of this agreement shall be dealt with by the Tramway Manager and the secretary or president of the union. In the event of a failure to reach an agreement the case shall be referred to the Conciliation Commissioner having jurisdiction in the Otago and Southland Industrial District for settlement. Either party, if dissatisfied with the decision of the Conciliation Commissioner, may appeal to the Court within one month of the receipt of the Conciliation Commissioner's decision.

23. All rates of remuneration set out in this agreement are subject to the general order of the Court dated the 29th May, 1931.

24. This agreement shall come into force on the 1st day of June, 1932, and shall continue in force until the 31st day of May, 1933.

In witness whereof the said assessors have executed these presents pursuant to the said section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, the day and year first before written.

Signed by the assessors appointed on behalf of the Union—

G. W. HILL,
A. BERLAND,
JOHN McTIGUE.

Witness: Pat Hally, Conciliation Commissioner.

Signed by the assessors appointed on behalf of the employers—

JOHN WILSON,
JAMES J. MARLOW,
F. WILKINSON.

Witness: Pat Hally, Conciliation Commissioner.