

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

(10314.) DUNEDIN CABLE TRAMWAY EMPLOYEES.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments this 3rd day of October, 1932, between the Dunedin and Kaikorai Tramway Co., Ltd., Dunedin, and the Dunedin City Corporation, Dunedin (hereinafter referred to as "the employers") of the one part, and the Kaikorai Cable Tramway Employees' Industrial Union of Workers, Dunedin (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.

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 and gripmen—		
First year .. ..	.. 1	10½
Second year .. ..	.. 1	10½
After two years' service .. ..	.. 2	0
Linesman .. ..	.. 1	11½
Assistant linesman .. ..	.. 1	10
Ropeman .. ..	.. 1	11½
Car-examiner .. ..	.. 1	10

Hours of Work.

2. (a) The hours of work of gripmen, motormen, and conductors shall be eight each day : Provided that the employers shall be permitted to employ any of these workers at other work to complete the period of eight hours. All time worked in excess of eight hours in any one day shall be paid for 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 of the week and four and a quarter hours on one day. All time worked in excess of these hours shall be paid for at the rate of time and a quarter for the first hour and time and a half thereafter, except in the case of men on ropework, who shall be paid time and a half rates for all overtime worked. 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 breakdown of the plant.

(b) All time worked on Sundays shall be paid for at time and a half rates. All time worked on Christmas Day and Good Friday shall be paid for at double time rates.

(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 shall be allowed actual time occupied in running their cars into the shed, but the allowances in this clause are not to be included in computing overtime, spread of duty, or intervals between shifts.

Holidays.

3. (a) All employees after twelve months' continuous service shall receive the following holidays on full ordinary pay per annum : Under

three years' service, eight days; over three and under five years' service, nine days; over five and under seven years' service, ten days; seven years' service and over, thirteen days. Such holidays shall, unless otherwise mutually arranged between the union and the employer, be given on consecutive days.

(b) Holidays shall not be allowed to accumulate.

(c) Holidays shall be balloted for each year, but the right is reserved to the manager for any employer to defer any holidays if he deems it necessary for the efficient working of the service. The ballot for the Roslyn Cable Service and the Roslyn Electric Service shall be taken collectively.

Broken Shifts.

4. All broken shifts shall be completed in twelve and a half hours every day, except on either Friday or Saturday, and shall not be made up of more than two parts, except that the Dunedin and Kaikorai Tramway Co., Ltd., may work broken shifts in three parts. All time worked beyond such twelve and a half hours on either of such days shall be paid for at overtime rates. No employee shall be signed off for less than one hour.

Seats 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. Such report shall be in writing, and the worker concerned shall have the right to peruse the same before replying to the charge.

(b) All departmental reports shall be in the hands of the 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 an employee personally reporting to an officer of the employers when instructed to do so, or during any time of his suspension, shall be paid at full ordinary rates of pay.

(c) In computing time in respect of the foregoing subclauses 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 he 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 fourteen days after their so joining, become members of the union, it being agreed that the entrance fee shall not exceed 5s., and subscriptions shall not exceed 6d. per week. It shall be a condition of employment of all the said employees that they shall 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 clause 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 shall be dismissed.

Clothing.

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

Shortages and Overs.

11. 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 shall 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 2.30 p.m. and 4 p.m.

Term 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 an employee for good and substantial cause, subject in all cases to an appeal by the employee.

General.

14. All ordinary shifts shall 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 district for interpretation.

Scope of Agreement.

16. This agreement shall apply only to the parties named herein.

General Order.

17. All rates of remuneration specified in this agreement shall be subject to the general order of the Court dated the 29th day of May, 1931.

Term of Agreement.

18. This agreement shall come into force on the 1st day of August, 1932, and shall continue in force until the 31st day of July, 1933.

In witness whereof the parties hereto have executed these presents the day and year first before written.

The signature of the Dunedin and Kaikorai Tramway Co., Ltd., was hereunto affixed in the presence of—

[SEAL.]

ALEX. SLIGO, }
 BEN ELLIS, } Directors.
 J. A. HOPCRAFT, Secretary.

The seal of the Dunedin City Corporation was hereunto affixed in the presence of—

[SEAL.]

R. S. BLACK, Mayor.
 JOHN WILSON, Councillor.

The seal of the Kaikorai Tramway Employees' Industrial Union of Workers was hereunto affixed in the presence of—

[SEAL.]

A. GARRY, President.
 W. W. BATCHELOR, Secretary.