

DUNEDIN CABLE TRAMWAYS EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Kaikorai Cable Tramway Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned corporation and company (hereinafter called "the employers") :—

The Dunedin City Corporation, Dunedin.

The Dunedin and Kaikorai Tramway Co., Ltd., Dunedin.

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, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided, and shall continue in force until the 30th day of March, 1938, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 30th day of March, 1937.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

Wages.

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

		Per Hour.	
		s.	d.
Conductors—			
First three months (probationer)	2 0 $\frac{3}{5}$
Next nine months' service	2 1 $\frac{4}{5}$
Second year's service	2 1 $\frac{4}{5}$
Third year's service	2 3
Gripmen—			
First year	2 3
Second year	2 3
After two years' service	2 4 $\frac{4}{5}$
Linesmen	2 4 $\frac{1}{5}$
Assistant linesmen	2 2 $\frac{3}{4}$
Ropeman	2 4 $\frac{1}{5}$
Car-examiner	2 2 $\frac{3}{4}$

Hours of Work.

2. (a) The hours of work for all workers shall be forty each week, consisting of not less than eight hours on any five days of the week.

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

(c) All time worked by other classes of workers in excess of eight hours in any one day shall be paid for at the rate of time and a half.

(d) All call back and call forward duty shall be paid for at time and a half rates, with a minimum of one hour.

(e) All time worked on Sunday, Christmas Day, Good Friday, Anzac Day, and Labour Day shall be paid for at double time rates.

(f) Gripmen who have to examine their own cars before taking them out shall be allowed fifteen minutes. Gripmen shall be allowed actual time for running their cars into the shed. Conductors shall be allowed actual time for making up their bags and helping to run in cars.

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 employer and the union, 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. All time worked beyond such twelve and a half hours shall be paid for

at overtime rates. No employee shall be signed off for less than one hour. Payment for broken shifts shall be at $\frac{1}{2}$ d. per hour extra.

Seats for Motormen and Gripmen.

5. A seat shall be provided for gripmen for use on each car, if practicable. The seat shall be used subject to such 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 the 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, when transcribed, shall be signed by the employee and the manager.

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 award 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.

Clothing.

9. 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.

10. 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 own bags in the presence of a responsible official.

Payment of Wages.

11. 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.

12. 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.

13. All ordinary shifts shall go round if possible.

Settlement of Disputes.

14. Any question incidental to or arising out of the interpretation of this award shall be referred to the Conciliation Commissioner for the district for interpretation.

Workers to be Members of Union.

15. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award:

Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this

award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Scope of Award.

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

Term of Award.

17. This award shall come into force on the 30th day of March, 1937, and shall continue in force until the 30th day of March, 1938.

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 30th day of March, 1937.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The Court was asked to make provision in this award for bus-drivers. As these workers are covered by another award, the Court has not done so.

The only other matter referred to the Court related to hours of work.

In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

The assessors agreed on the following provision which the Court is unable to include in the award:—

“The wages rates herein prescribed are subject to review after the 31st March, 1937, and any increases that may be granted after such review shall date retrospectively from the 1st April, 1937.”

E. PAGE, Judge.