

DUNEDIN CITY CORPORATION **CABLE TRAMWAY**
EMPLOYEES.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 1st day of November, 1938, between the Corporation of the Mayor, Councillors, and Citizens of the City of Dunedin (hereinafter referred to as “the employer”), on the one part, and

the Kaikorai Cable Tramway Employees' Industrial Union of Workers (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. That the said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the 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.

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SCHEDULE.

Wages.

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

		Per Hour.	
		s.	d.
Conductors—			
First three months	..	2	2 $\frac{3}{4}$
Up to two years	..	2	4
Thereafter	..	2	5 $\frac{1}{2}$
Gripmen—			
First and second year	..	2	5 $\frac{1}{2}$
Thereafter	..	2	7
Linesmen	..	2	6 $\frac{2}{3}$
Assistant Linesmen	..	2	5 $\frac{1}{3}$
Ropeman (head)	..	2	7
Assistant car-examiner	..	2	4 $\frac{3}{4}$

Hours of Work.

2. (a) A minimum of eighty hours shall be provided each fortnight, not less than eight hours each day for ten days.

(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 are required 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 paid 3s. per week for checking tickets and making up their bags and helping to run in cars.

(g) All time worked on the rostered day off shall be paid for at time and a half rates.

(h) After finishing a night shift, any employee who is called out for rope work after midnight shall be allowed 1s. 6d. in lieu of a meal. All men employed on rope work are to be paid at senior gripmen's rate.

Holidays.

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

Under seven years' service . . . 10 consecutive days.

Seven years and over . . . 13 consecutive 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.

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 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) An 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 the 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 agreement shall be referred to the Conciliation Commissioner for the district for interpretation.

Training of Students.

15. Whilst training students gripmen and conductors shall be paid at the rate of 1s. extra per day, and the manager shall have the absolute right to choose men for training duty.

Workers to be Members of Union.

16. (a) It shall not be lawful for any employer bound by this agreement to employ or continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement 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 agreement: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this agreement during any time while there is no member of a union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purpose 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 agreement 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.)

Term of Agreement.

17. This agreement shall be deemed to have come into force on the 1st day of April, 1938, and shall remain in force until 31st July, 1939.

In witness whereof the common seal of the Corporation of the Mayor, Councillors, and Citizens of the City of Dunedin, as employer, was hereunto affixed in the presence of—

[L.S.]

A. J. ALLEN, Mayor.

W. H. SHEPHERD, Councillor.

In witness whereof the common seal of the Kaikorai Cable Tramway Employees' Industrial Union of Workers was hereunto affixed in the presence of—

[L.S.]

A. G. POTBURY, President.

W. W. BATCHELOR, Secretary.