

KELBURNE TRAMWAY EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Wellington City Tramways and Power-houses' Employees' and Municipal Omnibus-drivers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned company (hereinafter called "the employers") :—

The Kelburne and Karori Tramway Co., Ltd., Commercial Bank Chambers, Lambton Quay, Wellington.

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 9th day of December, 1939, 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 9th day of December, 1938.

[L.S.]

P. J. O'REGAN, Judge.

SCHEDULE.

Hours of Work.

1. (a) The ordinary hours of work shall be forty per week, to be worked in shifts of eight hours per day from Monday to Saturday inclusive. No worker shall be required to work more than five hours continuously without an interval of at least thirty minutes for a meal.

(b) On Sundays nine hours may be worked without a break, and paid for in accordance with clause 3 hereof.

Wages.

2. (a) The following shall be the minimum rates of wages for the following classes of workers:—

	Per Hour.	
	s.	d.
Gripmen	2	6
Ropemen	2	7
General hands	2	6
Cleaners	2	5
Ticket clerks	1	5

(b) Any worker may be required to relieve another worker without alteration in his rate of pay.

Overtime.

3. (a) All time worked in excess of eight hours in any one day, or forty hours in any one week, shall be paid for at time and a half rates on the worker's usual rate of pay.

(b) Workers may be employed between 11 p.m. and 7 a.m. on the following morning, for the first night on time and a half rates, and thereafter shall be paid 2s. per shift in addition to the ordinary rate.

(c) Overtime shall as far as possible be rotated so that each employee shall in his own department receive an equal share.

(d) For work done on Sunday, Good Friday, Christmas Day, and Anzac Day double time rates shall be paid.

Annual Holidays.

4. (a) All employees who are required to work on public and statutory holidays shall receive, on completion of each year

of service, an annual holiday of two consecutive weeks, exclusive of Sundays, involving a payment of ninety-six working-hours at ordinary rates.

(b) The following are the statutory holidays referred to in the preceding subclause: Easter Monday, Sovereign's Birthday, Labour Day, Boxing Day, New Year's Day, and Anniversary Day.

(c) Where the employment is determined by the employer or where the employee has to leave through sickness or accident, or for any reason other than the act or default of the worker, after not less than three months' service, he or she shall be paid a proportionate allowance for holidays.

General Conditions.

5. (a) Not less than one week's notice of the termination of the employment shall be given by either side, but this shall not restrict an employer from dismissing any employee without notice for good cause.

(b) The employer shall be entitled to make deductions from the wages of employees for time lost through sickness or default or for any other cause over which the employer has no control.

(c) Should a worker be required to work on his usual day off, he shall be given a full day's holiday either in the week preceding, the same week, or the following week: Provided that should a substituted holiday not be given, the worker shall be paid at overtime rates.

(d) Whenever possible fourteen days' notice shall be given to each employee to go on annual holidays.

(e) All employees required to wear uniform shall be supplied with the same free of cost. Uniforms shall remain the property of the employer and shall be handed in on demand.

Right of Entry on Premises.

6. The secretary or other authorized officer of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works, and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Workers to be Members of Union.

7. (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.)

Under-rate Workers.

8. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Scope of Award.

9. This award shall operate in the City of Wellington.

Term of Award.

10. This award, in so far as it relates to wages, shall be deemed to have come into force on the 7th day of November, 1938, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 9th day of December, 1939.

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 9th day of December, 1938.

[L.S.]

P. J. O'REGAN, Judge.

MEMORANDUM.

The only matter referred to the Court was the term of the award. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

Wages have been made payable retrospectively in accordance with the agreement of the parties.

P. J. O'REGAN, Judge.
