

## 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 New Zealand Tramways Authorities Employees Industrial Union of Workers (hereinafter called “the union”) and the undermentioned company (hereinafter called “the employer”):—

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 from the 27th day of May, 1940, and shall continue in force until the 27th day of May, 1941, 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 23rd day of May, 1940.

[L.S.]

A. TYNDALL, 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 for 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	6½
Ropemen .. .. .	2	7½
General hands .. .. .	2	6½
Cleaners .. .. .	2	5½
Ticket clerks .. .. .	1	5½

(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. After finishing a night shift any employee who is called out for ropework after midnight shall be allowed 1s. 6d. in lieu of a meal.

(c) Any employee required to work overtime after 11.30 p.m. shall receive a minimum overtime payment of one hour.

(d) Any worker called back from his home after completing his day's work shall receive a minimum of two hours at overtime rates.

(e) As far as possible, overtime shall be rotated so that each employee receives an equal share in his own department.

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

*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 subclause (a) : Christmas Day, Boxing Day, New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, and Labour Day.

(c) A worker who has not worked continuously for a period of three months shall not be entitled to any proportion of the annual holiday.

*General.*

5. (a) Wages shall be paid weekly, not later than Thursday in each week, and during working-hours.

(b) The employment shall be deemed to be a weekly one, and 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.

(c) 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.

(d) 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.

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

(f) A suitable dining-room, with provision for hot water, shall be provided by the employer to the satisfaction of the Inspector of Awards.

*Disputes.*

6. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman

to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against the decision of such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

*Right of Entry upon Premises.*

7. 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.*

8. (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.*

9. (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.*

10. This award shall apply to the parties named herein.

*Term of Award.*

11. This award shall come into force on the 27th day of May, 1940, and shall continue in force until the 27th day of May, 1941.

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 23rd day of May, 1940.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The clauses settled by the Court related to wages, reports, clothing, payment of wages, term of engagement, and term of award. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council as amended by agreement at the hearing.

With regard to reports and clothing, the parties in past years have agreed in Conciliation Council to recommendations which did not include clauses dealing with these matters, although they appeared in other tramway awards. In the opinion of the majority of the Court there has been no change of conditions to justify the addition of the new provisions at the present juncture.

Mr. Monteith does not concur in the decision of the majority of the Court, and his dissenting opinion is attached.

A. TYNDALL, Judge.

---

#### DISSENTING OPINION OF MR. MONTEITH.

I am not in agreement ; in fact, I totally dissent. The wages have not been increased as in other tramway awards in the North Island. The refusal to grant a reports clause means that these workers do not get the same conditions as all other workers in tramway systems in New Zealand. I think that at least the same conditions should be given to these workers as is common to all other tramway systems. In fact, in regard to reports, these are the only tramway employees in New Zealand who do not have such a protection. Also, all other employees are supplied with uniforms, whereas in this case they are not supplied, and so the workers have to meet this expense ; or, in other words, they meet additional expense. This should be taken into consideration in fixing wages, and should be an added reason for these workers securing the same increase as was granted to the other tramway workers in Wellington. Wellington to-day is the dearest city to reside in in New Zealand, and these workers should at least secure the general increase given to other Wellington tramways' employees.

---