

DUNEDIN TRAMWAY AND OMNIBUS 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 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 Corporation (hereinafter called "the employers") :—

The Mayor, Councillors, and Citizens of the City of Dunedin.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and

forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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 31st day of August, 1946, 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 31st day of August, 1945.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Interpretation

1. This award shall apply to the Dunedin City Council and to the persons employed within the scope of this award in connection with the Dunedin City Transport Department.

Rates of Wages

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

		Per Hour.	
		s.	d.
Conductors—			
First six months	..	2	9-925
Thereafter	..	2	10-975
Motormen—			
First six months	..	2	11-5
Thereafter	..	3	1-075
Car-examiners—			
Day shift—			
First grade	..	3	0-575
Second grade	..	2	11-575
Night shift—			
First grade	..	3	1-575
Second grade	..	3	0-525
Car-cleaners—			
Day shift	..	2	10-975
Night shift	..	3	0-975
Permanent-way repairers	..	2	11
Assistant linesman	..	3	0-8375
Emergency linesman	..	3	2-675
Leading overhead linesman	..	3	4-425
Motor wagon and truck drivers	..	3	0-575
Track-cleaners	..	2	10-475
Yardman	..	3	0-435

Permanent-way gangers (temporary) shall receive 2s. 11d. per hour plus 1s. 6d. per day extra.

Permanent-way repairers, when employed at old-rope work, shall be paid 3s. per day extra during any day they are so employed.

Men operating air tamping machines, popper-drill machines, compressors, &c., shall be paid an additional 1½d. per hour.

Hours of Work

(Motormen and Conductors)

3. (a) A minimum of forty hours shall be provided each week, Thursday to Wednesday inclusive, not less than eight hours each day for five days, the definition of a "day" to be from midnight to midnight. All motormen and conductors shall be guaranteed a forty-hour week of five eight-hour days.

(b) Men shall be entitled to each alternative Sunday off when Sunday work is included in their forty-hour week, except in the case of a change in the roster, and employees

shall be allowed one working-day off duty in respect of such Sunday work. The employer, however, shall have the right to work each man, once in each year, on his regular Sunday off.

(c) All time worked over and above eight hours in any one day shall be paid for at time and a half rates for the first three hours and double time thereafter.

(d) All time worked on Sundays shall be paid for at double-time rates, and when such Sunday work is included in the forty-hour week employees shall be paid a minimum of eight hours at double time rates. Men called upon to report on Sundays when such day is not included in the forty-hour week shall be paid a minimum of two hours at double-time rates.

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

(f) A "straight shift" shall be a shift worked continuously except when a meal relief intervenes. Such a meal relief shall not be deemed to constitute a break. Eighty per cent. of the straight shifts shall rotate. All weekly days off shall rotate and the same shall be rostered, with a provision for the equal distribution of Saturdays and Mondays. The rostered days off shall not be changed during the currency of this award.

(g) All broken shifts shall be completed within eleven hours on Mondays, Tuesdays, Wednesdays, and Thursdays and twelve hours on Fridays and Saturdays, provided that the employer shall have the right to work the men over these spreads at overtime rates, the first three hours at time and a half, with double time thereafter.

All broken shifts shall be of not more than two parts. The percentage of broken shifts to straight shifts shall be not more than one in five. All broken shift-work shall be paid for at the rate of 1d. per hour additional to the rates provided in clause 2 hereof.

(h) All call-back and call-forward duty shall be paid for at overtime rates, with a minimum of one hour's work. Men shall not be signed off for less than one hour.

(i) Motormen and conductors shall be paid whilst waiting at sports, races, public functions and amusements, or while traffic is suspended.

(Track-cleaners)

(j) The hours of work for track-cleaners shall be a minimum of forty hours of eight hours per day for five days each week between 7 a.m. and 5 p.m., except on Saturdays, when work shall cease not later than 4 p.m.

(Car-examiners and Car-cleaners)

(k) The hours of work on day shift for car-examiners and car-cleaners shall be a minimum of forty hours of eight hours per day for five days each week, to be worked between 8 a.m. and 5 p.m. Saturday morning from 8 a.m. to 11.45 a.m. may be included in the week's work, but no man shall be required to work more than an average of one Saturday in six.

(l) The hours of work of night shift car-examiners and car-cleaners shall be a minimum of forty hours of five eight-hour shifts per week, and shall be worked between 11 p.m. and 7.30 a.m. or 5 p.m. and 1.30 a.m.

(Permanent-way Repairers)

(m) The hours of work for permanent-way repairers shall be a minimum of forty hours of eight hours per day for five days each week, to be worked between the hours of 8 a.m. and 5 p.m. from Monday to Friday inclusive; a ten-minute "smoke-oh" shall be allowed each morning and afternoon.

(Linesmen)

(n) Linesmen's hours of work shall be a minimum of forty hours of eight hours per day for five days each week, to be worked between the hours of 7.30 a.m. and 5 p.m.

(o) All time worked in excess of the hours specified in the foregoing subclauses (j) to (n) inclusive shall be paid for at overtime rates, and double time for any work done on Sundays. Employees referred to in subclauses (j), (k), and (n), also permanent-way repairers, shall be guaranteed forty hours per week.

Night Work

4. (a) Permanent-way men called out for night work shall be paid for the first two nights at time and a half rates, with a minimum of four hours; thereafter at 2d. per hour above day rates.

(b) Men manning cars after 12 o'clock midnight shall be paid at double-time rates, and shall be allowed 1s. 6d. extra in lieu of a meal. Time shall be continuous from finish of previous shift.

(c) Men called upon to attend to lamps shall be paid a minimum of two hours at time and a half rates.

(d) The acting night-shift foreman shall be paid at the rate of 3s. per shift in addition to his regular wages.

Travelling

5. All employees included in this award shall be issued with a pass for use on the transport system on the payment of 7s. 6d. each year. This pass shall be for the use only of the person whose name appears thereon, and shall be surrendered on his leaving the service prior to final payment being made to him. The 7s. 6d. shall be paid in one sum on a date to be initially fixed, and in succeeding years on the anniversary of the first issue of the pass, subject to the surrender of the old pass.

This clause is contingent on all employees included in this award purchasing passes.

Signing on and off Time

6. (a) Motormen shall sign on eight minutes previous to taking on their cars, and shall be allowed seven minutes after finishing work. The said men on broken shifts and call-back duty shall be allowed five minutes each time for signing on or off intermediate shifts, and seven minutes after signing off for the day. The above does not apply to signing on or off for meal reliefs.

(b) Conductors shall sign on ten minutes previous to taking on their cars, and shall be allowed fifteen minutes when paying in box. The said men on broken shifts and call-back duty shall be allowed five minutes each time for signing on or off intermediate shifts. The above does not apply to signing on or off for meal reliefs.

Holidays

7. (a) Those employees who are, or who may be, required to work on public and statutory holidays shall receive three weeks'—i.e., fifteen working-days—holiday at ordinary rates of pay after each nine months of employment.

(b) Other employees covered by this award who are not required to work on public and statutory holidays shall be granted a holiday on each of the days listed in subclause (c) hereof and shall be paid as for eight hours at ordinary rates on all such days. Such workers shall be granted thirteen consecutive working-days' holiday leave on full pay each year, and the holiday leave so granted shall be balloted for each year.

(c) The following are the statutory holidays referred to in this award: Christmas Day, Boxing Day, New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, and Labour Day.

(d) Not less than twenty-eight days' clear notice shall be given by the employer to the employee to go on leave.

(e) All holiday pay shall be paid in advance.

(f) When any public or statutory holiday as provided in this clause falls on a Sunday, such holiday shall be observed on the first succeeding working-day.

Meal Reliefs

8. (a) The manager shall arrange meal reliefs as asked for by the union, provided the same do not interfere with the workings of the service. The time of such meal reliefs shall be deducted in the computation of the men's time.

(b) Men shall not be worked for more than five hours without having approximately thirty minutes' meal relief, except in the case of extraordinary traffic or unforeseen circumstances, in which case five and a half hours may be worked.

Clothing

9. All employees required to wear uniforms shall be supplied with same free of costs. Uniforms shall remain the property of the employer, and shall be handed in when demanded. Overalls shall be provided for car-examiners and cleaners when required.

Seats for Motormen

10. An adjustable seat shall be provided for motormen for use in each car. The said seat shall be used subject to such reasonable regulations as the employer shall from time to time make in writing in connection therewith.

Reports

11. (a) Any charge involving dismissal, suspension, or loss of standing laid against an employee by an officer shall be made known to the employee within forty-eight hours after the alleged offence is said to have been committed, and any report made by an officer against such employee shall be in writing, and the employee shall be permitted to see such report and make a copy of it before he is called upon to answer the charge. Where no entry is to be made in record, the employee concerned shall be notified.

(b) In the event of any report being made by a member of the general public affecting an employee, the employee shall be furnished with particulars within twenty-four hours of it being received, and before answering it shall be entitled to make a copy of the original.

(c) Any employee shall be permitted to call evidence in defence when an inquiry is held by the employer, and the employer shall, should he deem it necessary, have the person making the complaint in attendance at such inquiry.

(d) The union shall have the right to have a representative at all inquiries to watch proceedings, and shall have the right to engage a shorthand-writer, at his own expense, to take a shorthand note of the proceedings at inquiries, which shall be signed by the employee concerned and the manager as being correct.

(e) If, pending an inquiry, an employee has been suspended, and if the complaint has not been sustained, the employee concerned shall be paid for the time so lost at award rates of pay.

(f) In cases of serious accident (where men are not relieved for the purpose) fifteen minutes shall be allowed for making out No. 1 reports.

(g) No charge shall be preferred against an employee on the complaint of any member of the general public unless such complaint has been made in writing within two days of the alleged offence. This subclause shall not apply where the subject-matter arises out of an accident that has not been reported.

(h) All inquiries shall commence within three days after the receipt of the report. In all computation of time in respect of this subclause Sundays and holidays shall be excluded.

(i) Nothing in this clause shall operate to prevent an officer of the Department from enforcing discipline or reprimanding any employee who is deemed to be careless or negligent in the discharge of his work.

(j) Each employee's record shall be destroyed after a period of four years.

Promotions

12. All promotions of employees affected by this award shall be made from employees at the time of the vacancy occurring. In all cases seniority, suitability, and record shall be taken into consideration. Application shall be invited for all vacancies.

Workers to be Members of Union

13. (a) It shall not be lawful for the 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 May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by the 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 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 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 workers the right to join the union.)

Shortages and Overs

14. 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.

Terms of Engagement

15. (a) Subject and without prejudice to the preceding provisions, not less than one week's notice of termination of employment shall be given by the employer or employee; but this shall not prohibit the employer from dismissing any employee for good and substantial cause. This clause shall not apply to probationary conductors, who may resign or be dismissed at any time.

(b) A "probationary conductor" is one with less than three months' service.

(c) In the event of an employee resigning or being dismissed from the service and being reinstated at a later date, his length of service shall be computed from the date of his re-engagement.

Training of Students

16. Whilst training students, motormen and bus-drivers shall be paid at the rate of 2s. extra per day, and conductors at the rate of 1s. extra per day. Student motormen, bus-

drivers, and gripmen shall be paid 30s. for the training period. Conductors starting in the service shall be paid the award rate of wages.

The Transport Manager shall have the absolute right to choose men for training duty.

Student conductors and motormen shall be examined by a doctor before going on a car to train, the expense to be borne by the employer.

Benefit Society

17. It shall be a condition of employment of all employees working under this award that they shall, within one month of this award coming into force, become and remain members of the Dunedin City Corporation Tramway Employees' Sick and Accident Society. It shall also be a condition of employment of all persons joining the service and working under this award that they shall, within one month of their joining the service, become and remain members of the Dunedin City Corporation Tramway Employees' Sick and Accident Society.

MORNINGTON LINE

Rates of Wages

18. The rates of pay for the several classes of employees on this line shall be the same as those set out in clause 2 hereof: Provided that conductors with not less than two years' service shall receive an additional 1d. per hour above the rates set out in that clause, and gripmen on the Maryhill line shall receive an additional 1d. per hour.

Gripmen, for the purpose of classification, shall be in the same class as motormen.

The rate of pay of shedmen shall be 3s. 2·75d. per hour.

Hours of Work

19. (a) The hours of work for gripmen and conductors shall be eight hours per day, and they shall be guaranteed forty hours per week of five days, Thursday to Wednesday inclusive. All time worked in excess of eight hours in any one day shall be paid for at overtime rates. All other classes of workers shall work eight hours daily on five days of the week. All time worked in excess of these hours shall be paid for at overtime rates. Any worker called back for repair work shall receive a minimum of two hours at overtime rates. This clause shall not apply in a case of breakdown of the plant; and subclauses (f) and (g) of clause 3 hereof, and clause 8 hereof, shall not apply to employees on this line.

(b) All time worked on Sundays shall be paid for at double-time rates. Workers called back for Sunday work shall receive a minimum of two hours' work. All time worked on Christmas Day, Good Friday, Anzac Day, and Labour Day shall be paid for at double-time rates.

(c) Men who have to examine their own cars before taking them out of the car-shed shall be allowed fifteen minutes. Gripmen and conductors shall be allowed actual time occupied in running their cars into shed.

(d) 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, including permanent-way repairers, employed on rope-work shall be paid at the senior gripmen's rate.

(e) All broken shifts shall be completed within a spread of eleven hours on Monday, Tuesday, Wednesday, and Thursday, and twelve hours on Friday and Saturday. This shall not prevent men from being employed over a longer period at overtime rates. All broken shifts shall be of not more than two parts. No employee shall be signed off for less than one hour. Gripmen and conductors, when working on shifts 3 and 5, if broken, shall be paid 1d. per hour above the rates set out in clause 2 hereof.

20. Subject to any modification contained in clauses 18 and 19 hereof, the whole of the provisions of this award shall apply to the employees on the Mornington line.

BUS-DRIVERS

21. (i) *Wages*.—The minimum rate for bus-drivers shall be 3s. 1.075d. per hour: Provided, however, that the employer may employ bus-drivers engaged on observation tours and special hired trips at not less than 3s. 2.875d. per hour, whether such drivers are employed wholly or partly on such work, and bus-drivers so employed shall not be paid double time on Sundays or double time on Good Friday, Anzac Day, Labour Day, or Christmas Day: Provided, also, that working conditions of such drivers shall be the same as those fixed for drivers on ordinary time-table work, except as herein specially provided, with the addition that when men are booked off at a place other than the Transport Depot they shall be paid half the ordinary rates: And provided, further, that the minimum rate of 3s. 2.875d. per hour shall be payable for a full fortnightly period, irrespective of the class of work upon which such drivers may be engaged during the period.

(ii) *Hours of Work and Conditions.*—(a) A minimum of forty hours shall be provided each week, not less than eight hours each day for five days. A “day” shall be from midnight to midnight.

(b) All time worked over and above eight hours in any one day shall be paid for at overtime rates, as provided in clause 3 (c) hereof.

(c) All broken shifts shall be completed within eleven hours on Monday, Tuesday, Wednesday, and Thursday, and twelve hours on Friday and Saturday, provided that the employer shall have the right to work the men over these spreads at overtime rates, the first three hours at time and a half, with double time thereafter. All broken shifts shall be of not more than two parts. The percentage of broken shifts to straight shifts shall be not more than one in five. All broken-shift work shall be paid for at the rate of 1d. per hour additional to the rates prescribed in clause 2 hereof.

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

(e) All call-back and call-forward duty shall be paid for at overtime rates, with a minimum of one hour's work. Men shall not be signed off for less than one hour.

(f) Drivers shall sign on fifteen minutes before taking their bus out (this is conditional on bus-drivers examining radiator to see that it is filled with water, and dusting seats), and shall be allowed ten minutes after finishing work to pay in their cash. Five minutes shall be allowed for each intermediate sign-on or sign-off. Any driver called upon to make up more than one box during shift shall be paid five minutes extra. The above shall not apply to signing off for meal reliefs.

(g) When meal reliefs are given they shall be approximately thirty minutes.

(h) Drivers required to wear uniforms, including overalls, shall be supplied with same free of cost. These shall remain the property of the employer and shall be handed in when demanded.

(iii) *Other Provisions.*—The following clauses of this award shall also apply to bus-drivers: clause 5 (Travelling), clause 7 (Holidays), clause 13 (Workers to be Members of Union), clause 14 (Shortages and Overs), clause 15 (Terms of Engagement), and clause 17 (Benefit Society).

GENERAL

Settlement of Disputes

22. The essence of this award is that the work of the employer shall proceed in the customary manner and shall not on any account whatsoever be impeded. If any dispute or difference shall arise between the parties bound by this award and be not settled by mutual arrangement, the matters in dispute shall then be referred to the Disputes Committee consisting of three representatives of the employer and three representatives of the union, with the power to appoint a Chairman. If this committee fails to agree upon the selection of a chairman, the Conciliation Commissioner for the industrial district shall be called upon to act in that capacity, and if he is unable to act he shall nominate some other person to act in his place. Either party, if dissatisfied with the decision of this Committee, may appeal to the Arbitration Court within one month following the receipt of the Committee's decision.

Increase in Rates of Remuneration

23. The general order made under the Rates of Wages Emergency Regulations 1940, and dated the 31st March, 1942, shall be deemed to be incorporated in this award and shall have effect according to its tenor.

Scope of Award

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

Term of Award

25. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of April, 1945, 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 31st day of August, 1946.

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 31st day of August, 1945.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

In making the award, which embodies the terms of settlement arrived at by the assessors in Conciliation Council, the Court has had regard to the provisions of the Economic Stabilization Emergency Regulations 1942.

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

A. TYNDALL, Judge.
