

TARANAKI INDUSTRIAL DISTRICT.

(4407.) NEW PLYMOUTH TRAMWAY EMPLOYEES.—AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 23rd day of August, 1916, between the Mayor, Councillors, and Burgesses of the Borough of New Plymouth, a Corporation constituted under the Municipal Corporations Act, 1908, and hereinafter referred to as "the Corporation," and joining in these presents as an employer, of the one part, and the New Plymouth Tramways Employees' Industrial Union of Workers, an industrial union registered under the Industrial Conciliation and Arbitration Act, 1908, and hereinafter referred to as "the union," the registered office of which is situated in the Borough of New Plymouth, of the other part.

Whereas the Corporation is the owner of the electric tramway service in and for the Borough of New Plymouth, and the union is comprised of men employed on or about the said tramway service: And whereas for the purpose of the working of the said tramway service and any extension thereof the parties hereto have agreed upon the terms hereinafter appearing: Now this agreement witnesseth that it is hereby mutually agreed and declared between and by the Corporation and the union as follows:—

That, as between the parties hereto, the terms, conditions, and provisions set out in the schedule hereto annexed shall be binding upon the said parties, and the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this agreement; and, further, the said parties shall respectively do, observe, and perform every matter and thing by this agreement 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 agreement or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same.

In witness whereof the said parties hereto have hereunto caused their respective seals to be affixed the day and year first before written.

SCHEDULE.

Wages.

1. The following shall be the minimum rates of wages payable to the several classes of employees:—

Motormen—

	Per Hour.	
	s.	d.
First grade—over two years' service as motorman...	1	3
Second grade—over one year's service as motorman	1	2½
Third grade—under one year's service as motorman	1	2

For the purposes of this paragraph motormen at present in the Corporation's service shall be classed as first grade.

Conductors—	Per Hour.	
	s.	d.
First grade—over two years' service as conductors	1	2
Second grade—over one year's service as conductors	1	1½
Third grade—under one year's service as conductors	1	1

For the purposes of this paragraph all conductors at present in the Corporation's service shall be classed as second grade.

Car-cleaners 1 1½
 Car-equipment adjusters and trackmen shall be paid such weekly wages as may be mutually agreed between them and the management.

“Service” as referred to above means service with the Corporation.

Hours of Work.

2. The following shall be the hours of work on each of six working-days per week: Motormen and conductors, hours of work shall be not less than eight hours per day, and the Corporation shall have the right to call upon any of the employees to work up to nine hours per day as a straight shift at ordinary rates, all time over nine hours to be paid for at overtime rates. For all other classes of employment the hours of labour shall be not less than eight per day. Employees not on shift duty shall receive the Saturday half-holiday when practicable.

Motormen and conductors shall be paid whilst waiting for sports, races, and other public amusements unless signed off at home depot, and they shall not be signed off for less than one hour. Motormen and conductors booked up on late specials to go out after 9 p.m. shall be paid a minimum of one hour and one-half for such work; and, except under exceptional circumstances, any motorman or conductor who shall be requested to work ten hours or more continuously shall be relieved for sufficient time after having worked ten hours to enable him to obtain a meal, or shall receive 1s. in lieu thereof.

Overtime.

3. All work outside specified roster work shall be paid for at time-and-a-half rates. All specials shall be paid for at double rates between the hours of midnight and 6 a.m., and time to continue from the ordinary time of signing off till the special is finished. All work on Sundays shall be paid for at time-and-a-half rates. On Christmas Day and Good Friday double time for all time worked.

Signing on and off.

4. Motormen shall sign on ten minutes previous to taking on their cars, and shall be allowed ten minutes after finishing work. Motormen and conductors on “call-back” duty shall be allowed five minutes each time of signing off on intermediate shifts, and ten minutes after signing off for the day. Conductors to be allowed fifteen minutes for signing on and ten minutes for signing off.

Travelling.

5. All employees will be allowed to travel free to and from duty.

Holidays.

6. All employees who are regularly required to work on public holidays shall receive a holiday in each year on full ordinary pay as under: Over one year's but under two years' continuous service, eight days; over two years' continuous service, ten days.

Holidays shall be granted after four weeks' notice has been given to the manager, who may grant additional holidays, but no payment of wages shall be made in respect of any additional holidays so granted. Failure to give such notice shall relieve the Corporation from any liability under this clause.

Promotions.

7. Whenever there are suitable employees in the service all promotions of employees affected by this agreement shall be made from the employees at the time of the vacancy occurring. At all times seniority, capability, and record to be taken into consideration. If a motorman within six months of taking up his duties finds he is unfitted for the work he shall have the option of going back to his former position on the conductors' list, provided some suitable arrangements can be made by the management.

All motormen shall be promoted from conductors in the service, providing same are available and have the certificates and qualifications prescribed by the Tramways Act.

Broken Shifts.

8. All broken shifts of eight hours shall be completed in twelve hours, and no employee shall be signed off for less than one hour

Stand-by Men.

9. The Corporation may employ "stand-by men," who shall, whenever practicable, work all broken shifts and specials, and such employees shall receive a minimum of forty-eight hours per week of six days, exclusive of Sundays.

Reports.

10. (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 department, and the inquiry shall be commenced within forty-eight hours after the employee is notified (Sundays and holidays excluded in the computation of time).

(b.) All departmental reports to be in the hands of a departmental officer within two days of the alleged offence, and the employee concerned shall be notified thereof within forty-eight hours, and the inquiry shall commence within four days after receipt of

the report (Sundays and holidays excluded in the computation of time). If the charge against any employee is not substantiated all time occupied by any employee personally reporting to an officer of the department when instructed so to do to be paid for at ordinary rate of pay. All employees reporting personally at the office to be met punctually at an appointed time or as near to such time as possible, and no entry shall be made on any employee's record in cases where he has not been censured. Employees may inspect their records on application previously made.

(c.) Any charge to be laid against an employee by any officer shall be made known to the employee at the time the alleged offence occurs, or as soon after as possible.

(d.) If any report be made by an officer against an employee the employee shall be entitled to see such report before he is called upon to answer the charge.

(e.) 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 (Sundays and holidays excluded in the computation of time), and before answering it shall be entitled to see the original.

(f.) No charge shall be preferred against an employee on the complaint of any member of the general public unless such complaint be made in writing.

(g.) An employee shall be permitted to call evidence in defence when an inquiry is held by the employer, and the employer shall when necessary have the person making the complaint in attendance at such inquiry.

(h.) The union shall have the right to engage at their own expense a shorthand-writer to take shorthand notes of the proceedings at all inquiries held by the Corporation or its officers respecting the conduct of any employee.

Seats, &c., for Motormen.

11. A seat shall be provided for motormen on each car, to be used subject to such reasonable regulations as the manager may issue from time to time. A waterproof locker shall be provided on each car.

Clothing.

12. All motormen and conductors required to wear uniforms shall be supplied with same free of charge.

Conductors' Shortages and Overs.

13. A statement shall be posted up daily at the depot office of the amount (if any) by which each conductor is short in the amount of takings for the day accounted for by him, and such shortages shall be made good by him as hereinafter provided. At the end of each fortnight a balance shall be struck between any such shortages and any surpluses paid in by each conductor, and

any deficiency still remaining shall be paid on the following pay-day, and it shall be lawful for the Corporation to deduct any such deficiency from the wages of the deficient conductor. Any conductor who shall allow his shortages to remain unpaid after such pay-day shall not be credited with his surpluses until such shortages are paid.

Terms of Engagement.

14. Not less than one week's notice of termination of employment shall be given by the Corporation or the employee, but this shall not prevent the Corporation from dismissing any employee without notice for good and substantial cause, subject to in all cases an appeal by the employee unless otherwise mutually agreed between the Corporation and any employee.

Preference Clause.

15. (a.) If the Corporation shall hereafter engage any worker who shall not be a member of the union, and who within one week after his engagement shall not become and remain a member of the union, the Corporation shall dismiss such worker from its service if requested to do so by the union, provided there is then available a person equally qualified to perform the particular work required to be done, and ready and willing to undertake same and to become and remain a member of the union.

(b.) Whenever the Corporation shall employ any worker who is not a member of the union it shall within twenty-four hours thereafter give notice in writing of such employment to the secretary of the union. The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any person of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

General.

16. Motormen and conductors on duty and waiting whilst traffic is suspended shall be paid ordinary rates for the time of such suspension of traffic. There shall be two rosters, and all employees shall as far as possible be equally worked round the respective rosters. No inspector, staff employee, or other official of the Corporation shall be a member of the Tramways Union. In the event of a member of the said union being appointed to the position of inspector or any office not provided for in this agreement he must immediately resign his membership, and the union shall accept such resignation.

Term of Agreement.

17. This agreement shall continue in force for a period of three years from the 23rd day of August, 1916, provided the Tramways Union remains a registered union under the Arbitration Act.

Scope of Agreement.

18. (a.) Nothing in this agreement shall be deemed to revoke, suspend, or prejudice the operation of the regulations now in force respecting the working of the Corporation's tramway service and the conduct and duties of the employees thereon, but all regulations (and any amendments thereto), which, however, shall not be inconsistent with this agreement, shall be and remain binding upon and shall be faithfully carried out by all employees.

(b.) For breaches of discipline or other offences the management may, in lieu of inflicting suspension from duty as a punishment, reduce a motorman or conductor to any lower grade irrespective of length of service.

The common seal of the Mayor, Councillors, and Burgesses of the Borough of New Plymouth was hereto affixed at the offices of and pursuant to a resolution of the Borough Council in the presence of—

[SEAL.]

CHAS. H. BURGESS, Mayor.
L. McL. MONTEATH, Councillor.
F. T. BELLINGER, Town Clerk.

The common seal of the New Plymouth Tramways Employees' Union Industrial Union of Workers was duly affixed hereto by the president in pursuance of a resolution of the said union in the presence of—

[SEAL.]

T. ELLIOTT, President.
G. R. WHITE, Vice-President.
W. H. CHARTERIS, Secretary.