

**(4322.) NAPIER TRAMWAYS EMPLOYEES.—AGREEMENT.**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 24th day of April, 1916, between the Mayor, Councillors, and Burgesses of the Borough of Napier, 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 Napier Tramways Employees' Union 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 at the Trades Hall, Napier, in the Borough of Napier, of the other part:

Whereas the Corporation is the owner of an electric tramway service in and for the Borough of Napier, and the union is comprised of men employed on or about the said tramway: 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:—

1. 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.

2. This agreement is in lieu of and in substitution for the industrial agreement made between the parties hereto dated the 2nd day of July, 1914.

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

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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 three years' service as motor- man) ... ..	1	3½	
Second grade (over one year's service as motorman) ... ..	1	3	
Third grade (under one year's service as motorman) ... ..	1	2½	
Conductors—			
First grade (over two years' service conducting)	1	2	
Second grade (over one year's service conducting)	1	1½	
Third grade (under one year's service conduct- ing) ... ..	1	1	
Fitters employed in car-shed ... ..	1	4½	
Linesmen ... ..	1	4½	
Assistant linesmen ... ..	1	3	
Car-equipment adjusters ... ..	1	3	
Assistant car-equipment adjusters ... ..	1	2	
Pitmen and shed labourers ... ..	1	1½	
Car-cleaners ... ..	1	1½	
	Per Week.		
	£	s.	d.
Trackman ... ..	3	5	0
Assistant trackman and shelter-shed hands	3	0	0

“Service” means service with the Corporation.

*Hours of Work.*

2. (a.) The hours of work shall be eight hours daily, the Corporation having the right to call upon any employee to work one hour extra at ordinary rates. All time worked over nine hours on any one day shall be paid for at time-and-a-half rates.

(b.) Unless otherwise specified for herein eight hours shall constitute an ordinary day's work, and, except in the case of suspension due to causes beyond the control of the Corporation, eight hours' work shall be provided on all ordinary working-days for all employees referred to in this agreement, such work to be performed within twelve hours of the time of signing on, except on Saturdays, statutory, and public holidays, when the said work will be performed within thirteen hours.

(c.) Motormen and conductors on duty shall be paid while waiting at sports and public functions, unless signed off at the depot.

(d.) Employees shall not be signed off for less than one hour. Employees on duty shall be paid while traffic is suspended, except as provided for in clause (b) hereof.

(e.) The Corporation shall have the sole right of regulating the time when each employee's day of eight hours shall commence.

#### *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.

#### *Conductors' Shortages and Surpluses.*

4. A statement shall be posted up daily at the depot office of the amount (if any) by which each conductor is short in his day's takings as accounted for by him. At the end of each week a balance shall be struck between any such shortages and any surpluses paid in by each conductor, any deficiency still remaining to be paid by the conductor on the following pay-day, and it shall be lawful for the Corporation to deduct any such deficiency from wages due to the conductor. Any conductor who allows his shortages to remain unpaid on such pay-day shall lose his right to be credited with the surpluses for the outstanding period.

#### *Signing on and off.*

5. Ten minutes to be allowed taking car out of shed. Five minutes to be allowed when relieved or taking cars over in traffic. Ten minutes' signing-off time to be allowed when running car into depot at end of shift. Five minutes signing on and off on intermediate shifts.

#### *Holidays.*

6. Except as herein otherwise provided motormen and conductors shall work statutory and public holidays, and shall receive a holiday of ten consecutive days in each year on full ordinary

pay in addition to Good Friday. Other employees shall work on statutory and public holidays, and in lieu of such holidays shall receive eight consecutive working-days in each year as a holiday on full ordinary pay. Any employee worked on Good Friday shall receive one extra day added to his annual holiday.

*Uniforms.*

7. All employees required to wear uniforms shall be supplied with same free of cost—one uniform each year, one overcoat every three years. Serviceable oilskins shall be provided for trackmen when required.

*Seats.*

8. A seat shall be provided for motormen for use on each car, and shall be used subject to such regulations as the management shall from time to time make.

*Passes.*

9. All employees mentioned in this agreement shall travel free on the cars when going to and from duty.

*Appeal.*

10. Every employee shall have the right to appeal through the union to the Tramway Appeal Board for the district in case of wrongful punishment, unfair promotion, &c., the decision of the Board to be given effect to immediately.

*Preference.*

11. (a.) In the event of any employee hereafter being engaged who shall not be a member of the union, and who within one calendar month after his engagement shall not become a member of the union, he shall be dismissed if required by the union, provided there is then a member of the union equally competent and qualified to perform the particular work required to be done, and ready and willing to undertake the same at the rate of wages fixed by this agreement.

(b.) The manager for the time being of the tramway shall in all cases be judge of the worker's qualifications.

(c.) The provisions of the foregoing clause shall operate if and so long only 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 2s. 6d., and to continue a member upon subsequent contributions not exceeding 6d. per week.

*Terms of Engagement.*

12. A week's notice of termination of employment shall be given by the employer or employee, but this shall not prevent the employer from dismissing without notice for good and substantial reasons, subject in all cases to an employee's right to appeal.

*Promotions.*

13. 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 that 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 certificate and qualifications prescribed by the Tramways Act. When a conductor passes the necessary examination and receives a motorman's certificate he shall be classed as a first-grade conductor.

*Reports and Complaints against Employees.*

14. (a.) 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.

(b.) If any report be made by an officer against an employee he shall be entitled to see such report and make a copy of it before he is called upon to answer the charge.

(c.) 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 after its being received (Sundays and holidays excepted), and before answering it shall be entitled to see and make a copy of the original.

(d.) No entry to be made on any employee's record in cases where he has not been censured. Employees may inspect their records on application being previously made.

(e.) In cases of serious accident, where men are not relieved for the purpose, fifteen minutes shall be allowed for making out a report of such accident and matters conducing and pertaining thereto upon the form prescribed and supplied by the Corporation for the purpose and known as No. 1 report.

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

(g.) When an employee has signed off or is entitled to sign off and has been notified to remain behind, and is kept waiting an unreasonable time before receiving the instructions or other communication which would release him from such detention, he shall be paid for the whole time between the time of such notification and such release.

*Terms of Agreement.*

15. This agreement shall continue in force for a period of three years from the 11th day of March, 1916, provided the Tramways Union remains a registered union under the Arbitration Act.

*General.*

16. (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 Napier was hereto affixed at the offices of and pursuant to a resolution of the Borough Council in the presence of—

[SEAL.]

J. VIGOR BROWN, Mayor.  
A. L. BEATTIE, Councillor.  
M. MURRAY, Town Clerk.

The common seal of the Napier 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.]

JNO. REID, President.  
WILLIAM JNO. IRELAND, Secretary.  
WALTER YATES, Vice-President.