

TARANAKI INDUSTRIAL DISTRICT.

(10134.) NEW PLYMOUTH TRAMWAY AND OMNIBUS EMPLOYEES.— INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 30th day of July, 1931, between the New Plymouth Municipal Tramway and Omnibus Employees' Industrial Union of Workers (hereinafter called "the union"), of the one part, and the Corporation of the Mayor, Councillors, and Burgesses of the Borough of New Plymouth (hereinafter, together with the Council of the said borough, called "the employer"), of the other part, whereby it is mutually agreed as follows:—

1. That as between the parties hereto the terms, conditions, stipulations, and provisions contained and as set out in the schedule hereto shall be binding upon the said parties, and the said terms,

conditions, stipulations, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this agreement.

2. That the said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, and stipulations, 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, stipulations, and provisions, but shall in all respects abide by and perform the same.

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SCHEDULE.

Clause 1 (a) :—	<i>Wages.</i>				Per Hour.
					s. d.
Motormen—					
First year	1 10½
Second year	2 0
Conductors—					
First year	1 9½
Second year	1 10½
Bus-drivers—					
First year	1 11
Second year	2 0
Motor mechanic bus-driver	2 1
Car-cleaners—					
Day	1 9½
Night	1 10
Car-examiners—					
Day	1 11
Night	1 11½
Car-shed labourers—					
Day	1 9½
Night	1 10
Car-painters	2 2
Fitters	2 2
Blacksmiths	2 2
Motor-drivers : Drivers' award rates.					
Trackmen : £4 15s. per week.					
Permanent-way men : 1s. 10½d. per hour.					
Linesmen : 2s. 1d. per hour.					

(b) Motormen operating one-man car: 2d. per hour extra over motorman rate.

(c) The above schedule of wages shall be subject to the reduction of 10 per centum of the amount of each item thereof provided for in the general order issued by the Court of Arbitration of New Zealand on or about the 1st day of June, 1931, and, unless the employer otherwise decides, such reduction shall remain in operation until discontinued

by an order of the said Court. This shall not prevent the union from making application for exemption from the general order herein mentioned.

(d) Nothing in this agreement shall prevent the employer from engaging casual labour under the provisions of the New Plymouth Borough Council General Labourers' award.

Hours of Work.

Clause 2. (a) For motormen and conductors: The ordinary hours of work for this class of worker shall be forty-eight hours per week. A day's work shall consist of eight hours.

(b) For day employees: Eight and three-quarter hours on five days of the week, finishing not later than 5 p.m., and four and one-quarter hours on day when half-holiday is taken. Employees shall receive the Saturday half-holiday when practicable, and where it is not practicable to give him the Saturday half-holiday the employee affected shall be given his half-holiday on the same day in each week.

(c) For night employees: Eight hours, six nights per week.

(d) Motor-driver: Forty-eight hours per week.

(e) Trackmen: Seven days per week for such hours as may be required by the employer. No payment shall be made for overtime of trackmen.

(f) Motormen and conductors shall be paid whilst waiting for sports, races, and other public amusement, or any suspension of traffic, unless signed off at home depot: Provided, however, that they shall not be signed off for less than one hour and a half. Motormen and conductors booked up on late specials to go out after 9 p.m. shall be paid a minimum of two hours for such work at time-and-a-half rates, and when any motorman or conductor shall be requested to work nine hours continuously he shall be relieved for sufficient time after having worked nine hours to enable him to obtain a meal, or he shall receive 1s. 6d. in lieu thereof.

(g) Men on night duty in shed shall have every alternate Saturday night off. The present arrangement as to crib-time shall continue.

(h) Except under exceptional circumstances, no employee on a one-man car shall be worked more than five and a half consecutive hours on straight shift, or six and a half hours on broken shift, without a meal relief of not less than twenty minutes, and no time shall be deducted for such relief.

Overtime.

Clause 3. (a) Unless otherwise specified, all time worked in excess of the hours specified shall be deemed to be overtime, and shall be paid for at the rate of time and a half for the first three hours, and thereafter double time.

(b) Call-back and call-forward duties shall be paid for at time-and-a-half rates, and whenever possible no motorman or conductor shall be given more than two call-forward or call-back duties in any one week.

(c) All call-forward or call-back duties shall be paid a minimum of one and a half hours.

(d) 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.

(e) All work on Sundays shall be paid for at double rates, and no motorman or conductor shall be signed off for less than two hours.

(f) All time worked on Christmas Day, Anzac Day, and Good Friday shall be paid for at double the ordinary rate. Employees not called for duty on Christmas Day, Anzac Day, or Good Friday shall receive ordinary rates of pay for eight hours on each of such days, except when Anzac Day falls on a Sunday.

Signing on and off Time.

Clause 4. (a) A motorman shall sign on ten minutes previous to taking his car, and shall be allowed seven minutes after finishing work.

(b) Motormen on broken shifts shall be allowed five minutes each time for signing on and off intermediate shifts, and seven minutes after signing off for the day.

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

One-man Cars.

Clause 5. One-man cars: Motormen shall sign on fifteen minutes previous to taking on their cars, and shall be allowed twelve minutes for signing off. Motormen on broken shifts and call-back duty shall be allowed eight minutes each time for signing on or off intermediate shifts, and twelve minutes for signing off for the day. The above clause shall not apply to signing on or off for meal reliefs.

Travelling.

Clause 6. All employees covered by this agreement shall be allowed to travel free to and from duty.

Holidays.

Clause 7. (a) Employees covered by this agreement who are required to work on public and statutory holidays shall receive holidays in each year at full ordinary pay as follows: After one year's service, twelve consecutive days; after five years' service, fifteen consecutive days; after ten years' service two extra days may be granted at the discretion of the employer.

(b) All other employees with over one year's continuous service and working under this agreement shall receive twelve days' holiday

on full pay during the year. These holidays may be given on public or statutory holidays, or on ordinary working-days, or partly the one and partly the other, and shall not necessarily be on consecutive days.

(c) Any man working under this agreement leaving or being dismissed from the service shall be entitled to holidays due in proportion to the period worked, provided that such employee has served at least six months.

(d) A holiday roster shall be prepared and posted at depot at least fourteen days before an employee is required to take his holidays.

Promotions.

Clause 8. Whenever there are suitable employees in the service, promotions of employees affected by this agreement shall be made from the employees at the time of vacancies occurring. At all times seniority, suitability, capability, and record shall be taken into consideration. All motormen shall be promoted from conductors in the service, provided that same are available. In appointing traffic and ticket inspectors, preference shall be given to motormen in the service.

Broken Shifts.

Clause 9. (a) All broken shifts of eight hours shall be completed in twelve hours, and no employee shall be signed off for not less than one hour and a half.

(b) Proportions of broken shifts shall be not more than three broken to ten straight shifts, unless otherwise agreed on between the employer and the employee.

(c) Broken shifts shall be of not more than two parts.

Reports.

Clause 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 shall be excluded in the computation of this time.)

(b) All departmental reports shall 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 the receipt of the report. (Sundays and holidays shall be excluded in the computation of this time.) If the charge against an employee is not substantiated, all time occupied by an employee personally reporting to an officer of the department when instructed so to do shall be paid for at ordinary rates of pay. All employees personally reporting at the office shall meet 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 had not been censured. Employees may inspect their records on application previously made.

(c) Any charge to be laid against an employee by an officer shall be made known to the employee at the time of the alleged offence occurring.

(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 this time), and before answering it he 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 within forty-eight hours (Sundays and holidays excluded in the computation of time) by the person making the complaint.

(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 an 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 employer or its officers respecting the conduct of an employee, and shall have the right to have an official of the New Plymouth Municipal Tramway and Omnibus Union present as an advocate for the employee.

Seats for Motormen.

Clause 11. (a) 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.

(b) Lockers shall be provided on each car for motormen and conductors.

Employer to provide Uniforms, &c.

Clause 12. (a) All employees required to wear uniforms shall be supplied with them at the cost of the employer. The issue shall be a tunic, trousers, and cap annually, and an overcoat every three years. All uniforms shall be and remain the property of the employer, and must be returned before receiving the new issue. By arrangement with the employer an employee may be permitted to continue the use of his uniform and overcoat for a period of three months beyond the periods of twelve months and three years hereinbefore respectively mentioned, in each of which cases, upon the new issue being made, the old uniform or overcoat, as the case may be, shall be retained by the employee, and shall thenceforth become his own property.

(b) Trackmen shall be supplied with oilskins, coat, and leggings, and shed hands with overalls and gumboots, by the employer free of cost as required.

(c) The employer shall keep a waterproof coat available for the use of men having to change cars at the depot.

Shortages and Overs.

Clause 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 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 it shall be lawful for the employer to deduct any such deficiency from the wages of the conductor deficient as aforesaid. 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.

In this clause the word "conductor" means "conductor, motor-man, or bus-driver."

Terms of Employment.

Clause 14. The employment shall be deemed to be a weekly one. Not less than one week's notice of termination of employment shall be given by the employer or employee, but this shall not prevent the employer from dismissing any employee without notice for good and substantial cause, subject in all cases to an appeal by the employee to the Tramway Appeal Board under the Tramways Act, 1908.

Preference.

Clause 15. (a) If any employer shall hereafter engage any worker coming within the scope of this agreement who shall not be a member of the union, and who shall not become a member thereof within fourteen days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b) The provisions of this clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this agreement 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 application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 9d. per week, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given

to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

General.

Clause 16. (a) A permanent shift roster shall operate on all week-days. There shall be a Sunday roster, and all employees as far as possible shall be equally worked round same.

(b) No Inspector, staff employee, or other official of the employer shall be a member of the Tramway 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 his resignation.

(c) Eligibility for increase in motormen's rate of pay shall date from the time a conductor has driven twenty-eight days in traffic.

(d) All student conductors shall have a bag and ticket-box of their own.

(e) For breaches of discipline or other offences the employer 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.

Writing Reports.

Clause 17. (a) Any worker required to write a No. 1 report shall be allowed fifteen minutes for same, and shall be paid ordinary rates for the time so occupied.

(b) Men concerned in a serious accident shall be relieved as soon as possible.

Conveniences.

Clause 18. Conveniences shall be provided at Fitzroy and Westown termini whenever possible.

Option.

Clause 19. If a motorman at any time after 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 as soon as the requirements of the service permit.

Lockers.

Clause 20. Each worker shall be provided with a locker.

Offences.

Clause 21. All employees shall be notified in writing of any offence before the same shall be placed against his record.

Disputes Committee.

Clause 22. The essence of this agreement is that the work of the employer shall always 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 agreement, and not be settled by mutual agreement, the matters in dispute shall be referred to a Stipendiary Magistrate, whose decision shall be final.

Scope of Agreement.

Clause 23. This agreement shall apply only to the parties named herein.

Term of Agreement.

Clause 24. This agreement shall come into force on the day of its execution, and shall remain in force until the 31st day of July, 1932, and thereafter shall continue in force until superseded by another agreement or award.

In witness whereof the said parties have hereunto caused their common seals to be affixed the day and year hereinbefore written.

Sealed with the common seal of the Mayor, Councillors, and Burgesses of the Borough of New Plymouth, and signed by two members of the New Plymouth Borough Council on behalf of and by direction of the said Council in the presence of—J. W. Palmer, Clerk, Town Clerk's Office, New Plymouth.

[SEAL.]

PERCY E. STAINTON.
J. W. DARBY.

Sealed with the common seal of the New Plymouth Municipal Tramway and Omnibus Employees' Industrial Union of Workers, and signed by the president and secretary of the said union in the presence of—

[SEAL.]

F. R. DAVY, President.
V. GEORGE, Secretary.