

TARANAKI INDUSTRIAL DISTRICT.

(10780.) 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 18th day of March, 1935, 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, 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.

SCHEDULE.

Wages.

Clause 1. Wages, less 5 per centum of the amount of each item thereof, as set out in clause (d) hereof.

		Per Hour.	
		s.	d.
(a) Motormen—			
First year	.. ..	1	10½
Second year	.. ..	2	0
Conductors—			
First year	.. ..	1	9½
Second year	.. ..	1	10½
Bus-drivers and motor mechanics—			
First year	.. ..	1	11
Second year	.. ..	2	0
Car-cleaners—			
Day	.. ..	1	9½
Night	.. ..	1	10

				Per Hour.	
				s.	d.
Car-examiners—					
Day	..	..	..	1	11
Night	..	..	..	1	11½
Car-shed labourers—					
Day	..	..	..	1	9½
Night	..	..	..	1	10
Fitters	..	..	..	2	2
Blacksmiths	..	..	..	2	2
				Per Week.	
				£	s. d.
Motor-drivers: Driver's award rates.					
Trackmen	..	..	..	4	15 0
				Per Hour.	
				s.	d.
Permanent-way—					
Repairers	..	..	..	1	10½
Labourers	..	..	..	1	9½
Linesmen	..	..	..	2	1

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

(c) Motor mechanics employed at their trade at the tramways depot: One penny per hour over the rate fixed for bus-drivers and motor mechanics.

(d) The above schedule of wages and the additional amounts referred to in clauses (b) and (c) hereof are subject to a reduction of 5 per centum of the amount of each item thereof, and such reduction shall remain in operation until discontinued by a resolution of the New Plymouth Borough Council, the employer.

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

Hours of Work.

Clause 2. (a) For motormen and conductors: A day's work shall consist of eight hours, overtime to commence after eight hours.

(b) Any employee in the week following any Sunday on which he has worked not less than six hours may be given a day off without pay. The day off may be cancelled, provided forty-eight hours' notice be given. Men required to work such cancelled days shall receive ordinary rates of pay for a minimum of eight hours. The employer shall endeavour, in so far as it is reasonably practicable and the exigencies of the business will reasonably permit, to so arrange the work as to ensure that all employees will receive approximately the same number of hours per fortnight.

(c) The day assigned to any employee to be off duty shall be fixed by the employer, but may be changed to any other day, providing forty-eight hours' notice is given.

A day-off roster shall be posted at the depot.

(d) 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.

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

(f) Motor-drivers: Forty-eight hours per week.

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

(h) 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 and a half hours. 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.

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

(j) 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. No payment shall be made for time deducted for meal reliefs. Not more than twenty minutes shall be deducted for each meal relief.

Overtime.

Clause 3. (a) Unless otherwise provided, 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.

(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-back or call-forward 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 time-and-a-half rates, and no employee shall be signed off for less than two hours.

(f) All time worked on Christmas Day, Anzac Day, or Good Friday shall be paid for at double the ordinary rate. Permanent 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 on 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 or statutory holidays shall after each complete year of service receive holidays in each year at full ordinary rates of pay as follows:—

Employees with one year's service, twelve (12) consecutive days:

Employees with two years' service or more, fifteen (15) consecutive days.

(b) All other employees with over one year's continuous service and working under this agreement shall after each complete year of service 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 the 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 the 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 rate 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 has 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 shall be 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 shall be excluded in the computation of this 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 the motorman 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.

Uniforms.

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 period 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 property.

(b) Trackmen shall be supplied with oilskins, coat, and leggings, and shed hands with overalls and gum boots, 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.

(d) The employer shall keep a set of overalls at the tramway depot for the use of any motor mechanic from time to time employed there.

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, motorman, or bus-driver.

Preference.

Clause 14. (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 the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

Terms of Employment.

Clause 15. 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 the 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.

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 motorman'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 conductor's list as soon as the requirements of the service permits.

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 be not settled by mutual arrangement, the matters in dispute shall be referred to a 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, a Stipendiary Magistrate or the Conciliation Commissioner, at the option of the employer, shall then be called upon to act in that capacity.

Annual Medical Certificate.

Clause 23. Each motorman shall during the month of November in each year undergo an examination by a medical practitioner selected by the employer. It shall be a condition of employment of each motorman that he shall obtain from such medical practitioner, and hand to the employer during the month of November as aforesaid, a certificate that in the opinion of the medical practitioner, having all proper regard to the safety of passengers and of the public generally, the motorman therein

mentioned is mentally and physically a fit and proper person to be employed as a motorman by the employer, and that he is free from disease and from any physical defect that in either case would in the opinion of the medical practitioner interfere with the proper carrying-out of his duties. The medical certificate shall as far as applicable be in the form required by the regulations under the Motor-vehicles Act, 1924, to accompany an application for a license to drive a public motor-car or motor-omnibus. No time off or payment in lieu thereof shall be allowed to the motorman for the time employed in undergoing a medical examination, but the fee chargeable for the medical certificate shall be paid by the employer.

The employment of any motorman who shall for any reason or cause whatsoever fail or neglect prior to the last day of November in any year to obtain and hand to the employer a medical certificate as aforesaid shall thereupon cease and determine, unless the employer shall by resolution decide to employ him in some capacity other than that of a motorman.

Scope of Agreement.

This agreement shall apply only to the parties named herein.

Terms of Agreement.

This agreement shall come into force on the 1st day of April, 1935, and remain in force until the 31st day of March, 1936, and thereafter shall continue in force until superseded by another industrial agreement or award of the Court of Arbitration.

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.

[L.S.]

PERCY E. STANTON.
STANLEY J. SMITH.

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—J. W. Palmer, Clerk, Town Clerk's Office, New Plymouth.

[L.S.]

J. ROYSTON, President.
V. GEORGE, Secretary.