

## OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

**(4266.) INVERCARGILL BOROUGH COUNCIL TRAMWAY EMPLOYEES.—  
ACCEPTED RECOMMENDATION OF CONCILIATION COUNCIL.**

THIS agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendment, this 27th day of January, 1916, between the Invercargill Tramways Industrial Union of Workers (hereinafter called "the union") of the one part, and the Invercargill Borough Council (hereinafter called "the employers") of the other part, whereby it is mutually agreed by and between the union and the employers as follows:—

## SCHEDULE.

*Wages.*

1. *Motormen.*—Under one year as motorman, 1s. 1¼d. per hour; over one year as motorman, 1s. 1¾d. per hour; over two years as motorman, 1s. 2¼d. per hour; over three years as motorman, 1s. 2¾d. per hour.

*Conductors.*—Under one year's service, 1s. 0¼d. per hour; over one year's service and under three years' service, 1s. 0¾d. per hour; over three years' service, 1s. 1¼d. per hour.

Provided that the promotion of motormen and conductors from one rate of pay to another shall be subject in all cases to the record of the employee being satisfactory to the Tramways Committee, and that the manager shall have the right to disrate any motorman or conductor whose record is unsatisfactory, but not so unsatisfactory as to warrant dismissal, subject to the right of appeal conferred by the Tramways Amendment Act, 1910.

*Depot Employees.*—Senior car-shed hands, 1s. 3d. per hour; ordinary car-shed hands, 1s. 2d. per hour.

*Power-house Employees.*—Power-house fireman, 1s. 2½d. per hour; assistant fireman, trimmer, and attendants, 1s. 2d. per hour; trackman and men employed at general work, 1s. 2d. per hour.

*Sunday Work.*

2. All work done on Sundays to be paid for at time-and-a-half rates. No employee to be paid for less than three hours.

*Shorts and Overs.*

3. Conductors shall be notified of shortages within twenty-four hours after paying in their cash each day, excepting Saturdays, Sundays, and public holidays, when notice within forty-eight hours shall be given. Conductors' shortages shall be set off against overs every day, and balanced to conductors' pay-day.

Credit balances shall be carried forward. The account shall be balanced fortnightly, and the then credit balances (if any) shall not be carried forward. Conductor to be allowed to make up his own bag.

*Signing on and off Time.*

4. (a.) Motormen shall sign on ten minutes previous to taking on their cars, and shall be allowed seven minutes after finishing work. 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 ten minutes when paying in box. 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.

*Hours of Work.*

5. (a.) The hours of work for workers affected by this agreement, except for motormen and conductors, shall be eight hours daily; any time worked beyond eight hours to be paid for at time-and-a-half rates.

(b.) The hours of work for motormen and conductors on regular shifts shall average eight hours per day, and the employer shall have the right to call upon any employee to work nine hours, paying for the time so worked at ordinary rates. Men not to be signed off for less than one hour.

(c.) The foregoing provisions shall not apply in cases of suspension or absence from duty.

(d.) All time worked beyond nine hours on any week-day shall be paid for at time-and-a-half rates.

(e.) Overtime rates are to be paid for all work done beyond a period of thirteen hours on one day in the week and twelve hours on ordinary week-days.

(f.) Motormen and conductors working late specials after 10 p.m. shall be paid a minimum of one hour at time-and-a-half rates.

(g.) All time worked on Christmas Day or Good Friday shall be paid for at double rates.

*Holidays.*

6. (a.) Motormen, conductors, and all employees who shall work on statutory and public holidays shall receive holidays in each year on full ordinary pay as follows: After one and up to three years' service, eight days; over three and up to five years' service, nine days; over five and up to seven years' service, ten days; over seven years' service, twelve days. These holidays shall be given on consecutive days.

(b.) All other employees with over one year's continuous service and working under this agreement shall receive eight 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.) The arrangement and allotment of all holidays shall be in the discretion of the manager, and the same may be varied from time to time according to the exigencies of the service.

(d.) The manager shall prepare from time to time a roster showing the dates upon which each employee's holiday shall be taken. Such roster shall be posted at a time or times which will permit each employee to receive at least twenty-one days' notice of the holiday allotted to him. If the employee does not take his holidays on the dates allotted, or if he fails to make exchange of dates with another employee as shall be satisfactory to the manager, the holidays due to him shall be cancelled.

(e.) Nothing herein shall prevent the manager from granting holiday leave to any employee at less than twenty-one days' notice if the employee so desires and the manager can so arrange.

#### *Reports and Complaints.*

7. (a.) Any report against an employee, whether from an officer of the department or a member of the general public, shall not be considered by the management unless it is made in writing, nor shall it be considered if delivered to the manager later than seven days after the committal of the alleged offence.

(b.) The employee concerned shall be notified of the nature of the report within forty-eight hours of its receipt (Sundays and holidays excepted), and shall be allowed to make a copy thereof.

(c.) If pending inquiry an employee has been suspended, and if in the opinion of the Council the complaint has not been sustained, the employee shall be paid for the time lost at ordinary week-day rates of pay.

(d.) No employee shall be penalized or disgraced without being notified by the Council or its official of such proposed action and given time to appeal, and such punishment shall be held over until such appeal is finally disposed of.

#### *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.

#### *Uniforms.*

9. All employees required to wear uniforms shall be supplied with them free of cost. Oilskins to be supplied for all trackmen when required.

#### *Promotion.*

10. When any appointments are made in the tramway service preference shall be given to employees in the department of the service concerned, subject, however, in all cases to the seniority, suitability, and record of the employee concerned, of which matter the manager shall be the sole judge, subject to the right of appeal conferred by the Tramways Amendment Act, 1910.

*Terms of Engagement.*

11. Subject and without prejudice to the preceding provisions, not less than one week's notice shall be given by the employer or by the employee, but this shall not prevent the employer from dismissing or suspending any employee for good and substantial cause, without notice, on paying one week's wages in lieu of notice, subject in all cases to an appeal by the employee. This clause shall not apply to casual workers.

*Passes.*

12. Employees in full or partial uniform, or carrying passes or tokens provided for the purpose, shall be allowed to travel free while going to and from work. Employees must observe the conditions under which the passes or tokens are issued. Should any employee attempt to travel free at any other time, or to travel to and from work without uniform without paying fare or without producing the pass or token provided promptly and without delay, or break in any way the conditions, the privilege shall be withdrawn in respect of the employee concerned for a period of one month, and for a second offence may be withdrawn altogether.

*Training Students.*

13. Any motorman who trains a student to be paid 1s. extra per day or any part of day. Any conductor who trains a student to be paid 6d. extra per day or any part of day. The employer to have the right to choose any employee to train students.

*Preference.*

14. (a.) All employees governed by this agreement shall become members of the union within one month after becoming permanent employees of the Tramways Department, and shall remain members of the union while in the department's service excepting where through promotion or other cause they cease to be governed by the provisions of this agreement.

(b.) The union shall not allow any person to be a member thereof who is not in the employment of the department.

(c.) No inspector or other officer of the department shall be a member of the union. In the event of a member of the union being permanently appointed to the position of inspector or any other office not provided for in this agreement he shall immediately resign from the union, and the union shall forthwith accept his resignation.

(d.) This clause shall operate only so long as the rules of the union permit any tramway worker affected by the provisions of this agreement to join the union, without ballot or other election, on payment of an entrance fee not exceeding 2s. 6d., and of subsequent contributions not exceeding 6d. per week.

*Under-rate Workers.*

15. (a.) Any employee who through old age or physical infirmity considers himself incapable of earning the minimum wage herein provided may be paid such lower wage as may from time to time be fixed, on his application, by the local Inspector of Awards, or such other person appointed by the Court for that purpose, hereinafter referred to as "the inspector."

(b.) This provision shall also apply to any employee who sustains an accident while employed in the department.

(c.) Such employee shall give to the secretary of the union seven days' notice of his intention to make such application.

(d.) In considering such application the inspector shall have regard to the worker's past earnings and to his present capability, and shall consider any other circumstances which may be submitted to him, either by the applicant or by the union. The inspector shall have the power to refuse the application. If a permit to work at a lower rate is issued by the inspector it shall be for such period as he shall determine, and shall thereafter continue in force until the expiration of fourteen days' notice given to the employee by the secretary of the union requiring him to again have his wage fixed by the inspector.

*Term of Agreement.*

16. This agreement shall come into force on the 1st day of February, 1916, and shall continue in force until the 9th day of May, 1917.

Signed on behalf of the workers—

W. C. DENHAM.  
A. C. MURDOCH.  
A. BUTSON.

Signed on behalf of the employers—

R. DUNLOP.  
A. BAIN.  
E. G. FOSTER.