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**AUCKLAND TRANSPORT BOARD ENGINEERS AND COACH-  
BUILDERS.—INDUSTRIAL AGREEMENT**

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of an industrial agreement, made on the 6th day of December, 1943, between the Northern Industrial District Amalgamated Engineering, Coachbuilding, and Related Trades' Industrial Union of Workers and the Auckland Transport Board.

Wednesday, the 22nd day of December, 1943

WHEREAS by Regulation 39 of the Economic Stabilization Emergency Regulations 1942 it is provided that where at any time during the present war any industrial agreement is made in respect of any industry, no variation shall be made in the minimum rates of remuneration or the principal conditions of

employment for the time being applying to that industry, except such adjustments of anomalies as the Court approves in that behalf, having regard to the general purposes of the regulations: And whereas on the 6th day of December, 1943, an industrial agreement was made between the Northern Industrial District Amalgamated Engineering, Coachbuilding, and Related Trades' Industrial Union of Workers and the Auckland Transport Board: And whereas the Court has heard the duly appointed representatives of the said union and of the said Board: Now, therefore, the Court, having had regard to and taken into consideration the matters and things as required by the said regulations, doth hereby approve, for the purposes of the said regulations, the variations made in the said industrial agreement.

[L.S.]

A. TYNDALL, Judge.

AUCKLAND TRANSPORT BOARD ENGINEERS AND COACHBUILDERS.—  
INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 6th day of December, 1943, between the Northern Industrial District Amalgamated Engineering, Coachbuilding, and Related Trades' Industrial Union of Workers (hereinafter referred to as "the union") and the Auckland Transport Board (hereinafter referred to as "the employer"), witnesseth that it is hereby mutually agreed and declared between the union and the employer as follows:—

That, as between the parties hereto, the terms, conditions, and provisions herein contained shall be binding on the said parties, and the said terms, conditions, and provisions shall be deemed 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.

*Hours of Work*

1. Forty hours shall constitute a week's work, and shall be worked between the hours of 7.30 a.m. and 5 p.m. on Mondays to Fridays inclusive (eight hours per day), after which overtime rates shall be paid.

In the event of any employee being unavoidably late, he shall be allowed to start at the nearest following quarter-hour.

*Holidays*

2. (a) For work done on Sundays, New Year's Day, 2nd January, Good Friday, Easter Monday, Anzac Day, birthday of the reigning Sovereign, Labour Day, Anniversary Day, Christmas Day, and Boxing Day, double time shall be paid.

(b) Subject to paragraph (d) hereunder, workshops employees shall not be required to work on the following days: Anniversary Day, Good Friday, Easter Monday, Anzac Day, birthday of the reigning Sovereign, Labour Day, and any other day which may be proclaimed by the Government a public holiday, and such employees shall be paid in respect of such days at ordinary rates of pay: Provided always that this shall not apply when any of such public holidays fall on a non-working day.

(c) All employees included in this agreement shall be entitled to two consecutive weeks' annual leave commencing on the 25th December in each year and shall be paid in respect of such period for ten ordinary working-days. Employees shall return to work on the fourteenth day after Christmas Day, or in the event of that day falling on a non-working day, then on the first ordinary working-day after such fourteenth day. Any variation which might occur in the length of the aforesaid period of two weeks shall in no way affect or alter the payment for ten ordinary working-days.

(d) Employees who may be required by the Board, through pressing circumstances, to work during the aforesaid period of annual leave shall be allowed ten consecutive working-days' holiday per annum at another period to be mutually arranged.

*Overtime*

3. (a) All work done in excess of the hours mentioned in clause 1 hereof shall count as overtime, and shall be paid for at the rate of time and a half for the first three hours, and thereafter double time until the ordinary time for commencing work next morning if worked continuously, with the exception of intervals for meals.

(b) Employees required to commence work between the hours of 6 a.m. and the ordinary time for commencing work shall be paid at the rate of time and a half for such time.

(c) No employee shall be required to work more than four and a half hours continuously without a meal.

*Branches of Trade*

4. Employees included in this agreement shall be pattern-makers, fitters, turners, blacksmiths, milling machinists, planers, shapers, slotters, borers, motor mechanics, and tramway-motor

repairers, coach and car builders, painters, sprayers, welders, helpers, and apprentices, the terms of employment covering apprentices being governed by the Apprentices Act, 1923, and its amendments.

#### *Wages*

5. The wages of journeymen shall be 3s. 2·26d. per hour, and for helpers 2s. 9·94d. (includes cost-of-living bonus of 8 per cent.).

The above rates shall be subject to the general order made under the Rates of Wages Emergency Regulations 1940 and dated 31st March, 1942, which order shall have effect hereto according to its tenor.

#### *Access to Workshops*

6. The union secretary shall be allowed access to the workshops to interview any workers coming within the scope of this agreement.

#### *Preference*

7. It is a condition of employment that any person whose work comes under the provisions of this agreement shall, on his being engaged by the Transport Board, agree to become a member of the Amalgamated Engineering Union within seven days of his engagement, and shall join the union within the time stated, and continue his membership so long as he remains in the employ of the Board. All employees working under this agreement shall remain financial members of the said union, it being agreed that the entrance fee shall not exceed 5s. and that subscriptions shall not exceed 1s. per week. Employees being four weeks in arrears shall be deemed to be unfinancial.

#### *Supply of Towels*

8. Towels shall be provided for use in employee's washing-room accommodation.

#### *Promotions*

9. Promotions shall be governed by efficiency, and in the event of equal efficiency, by seniority, subject to the right of appeal as provided by the Tramways Amendment Act, 1910.

"Efficiency" means special qualities and aptitude for the discharge of the duties of the office to be filled, together with merit and good and diligent conduct.

*Meal Allowance*

10. When workers are required to work overtime after 6 p.m., a meal allowance of 1s. 6d. shall be paid.

*Charges and Complaints against Employees*

11. All reports or complaints made against an employee must be in writing and signed by the person making them, and must reach the management within a reasonable time of the alleged offence. Should an explanation be required or a charge made, the employee shall be notified within twenty-four hours (Saturday, Sundays, and holidays excepted) after the complaint has been received.

When an employee is summoned to attend to answer a charge, a notification, together with a copy of the report or complaint, must reach him twenty-four hours before he has to appear to answer such charge, and—

- (1) The union secretary shall be notified by the management within a reasonable time before the charge is heard, and he or another union representative shall be allowed to represent the employee at the inquiry:
- (2) The original report or complaint may be seen at the Head Office and a copy made of it by the employee before the charge is heard:
- (3) The officer or other person making the report or complaint shall, when necessary, be present to answer any question put to him in the employee's defence.

An employee shall be permitted to call evidence in his defence when an inquiry is held by the employer.

When an employee is summoned to appear at Head Office in connection with a charge he shall, if he is exonerated, be paid for all time lost.

*Sick-leave*

12. For a trial period of approximately one year, commencing as soon as practicable after the Arbitration Court's approval of this clause and ending on the date this agreement expires, all employees (except weekly-rate men) coming within the scope of this agreement and having at least one and a half year's service shall be entitled to claim payment for days lost through sickness on the following conditions:—

- (1) The maximum amount of sick-leave payable by the Board in the period referred to shall not exceed fifteen days. In the case of employees who complete their one and a half years' service during the period, sick-leave payable shall be on a *pro rata* basis:

- (2) The maximum amount of sick-leave payable shall not exceed five consecutive working-days, as hereinafter defined, in any one period of sickness: Provided that all such days must come within the first seven days of incapacity:
- (3) In all cases the application for sick-pay shall be accompanied by a certificate from the Board's medical officer:
- (4) Sick-leave pay shall be computed as follows:—
- (a) A "working-day" shall mean a day on which the employee has been rostered for ordinary duty—*i.e.*, it shall not include additional days worked in terms of the Tramways Modification Order:
- (b) Each such day shall be paid for as for eight hours at the appropriate hourly rate specified in Schedule "A," "Rates of Wages," of this agreement:
- (5) Employees shall not be entitled to both sick-pay and benefits under the Workers' Compensation Act.

This clause having been agreed to on the grounds that the Social Security Act, 1938, does not at present make provision for payment of sickness benefits in respect of the first seven days of any period of incapacity, it is hereby mutually agreed that in the event of an amendment of the Social Security Act affecting such period of seven days, then this clause shall be revoked as from the date of such amendment.

#### *Term of Agreement*

13. This agreement shall come into force on the 22nd day of December, 1943, and shall continue in force up to and including the 22nd day of December, 1944.

Signed on behalf of the employer—

W. H. NAGLE.  
H. ANDERSON.  
J. SAYEGH.  
A. S. BAILEY.  
J. S. MONTGOMERIE.  
L. C. McCLINTOCK.  
C. R. GRIBBLE.

Signed on behalf of the union—

ALFRED GILBERT.  
JOHN D. SMITH.  
ARCHIBALD NORMAN BULLEN.  
J. NEALE.