

**AUCKLAND TRANSPORT BOARD'S MAINTENANCE OFFICERS.—  
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 the industrial agreement, made on the 28th day of August, 1945, between the Auckland Transport Board's Maintenance Officers' Industrial Union of Workers and the Auckland Transport Board.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement, made on the 28th day of August, 1945, between the Auckland Transport Board's Maintenance Officers' Industrial Union of Workers, of the one part, and the Auckland Transport Board, of the other part: Now therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 5th day of September, 1945.

[L.S.]

A. TYNDALL, Judge.

**AUCKLAND TRANSPORT BOARD'S MAINTENANCE OFFICERS.—  
INDUSTRIAL AGREEMENT**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 28th day of August, 1945, between the Auckland Transport Board's Maintenance Officers' 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 and by the union and the employer as follows:—

That, as between the parties hereto, the terms, conditions, and provisions herein contained shall be binding upon 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. (a) *Distribution Department*.—A week's work shall consist of forty hours. The work shall be generally carried out in accordance with the general practice, but modifications may be mutually arranged to meet emergency conditions. All time worked over forty hours per week shall be paid for at time and a half rates. Two shillings per shift extra shall be allowed whilst on night shift—*i.e.*, 11.0 p.m. to 7.0 a.m.

(b) *Depots*.—The week's work shall consist of forty hours, to be worked as follows: day, 7.15 a.m. to 3.15 p.m., eight hours; afternoon, 3.15 p.m. to 10.30 p.m., seven and a quarter hours; night, 10.30 p.m. to 7.15 a.m., eight and three-quarter hours. The shifts shall be changed every four weeks. The junior foreman shall do the holiday relief. The men living at Ponsonby and having to relieve at Epsom on early Sunday shifts shall wait for the first car out; the men whom they relieve shall stay on until their arrival. The garage foreman shall work a week of forty hours spread over the six days, if required by the exigencies of the work to be done. For all time worked beyond the normal working-hours, time and a half rates shall be paid.

(c) *Workshops and Stores*.—The week's work shall consist of forty hours, Monday to Friday (inclusive), and shall be worked between the hours of 7.30 a.m. and 4.15 p.m., with an interval of forty-five minutes for a meal. Overtime on week-days to be paid for at the rate of time and a half. Work done on Sunday or on any public holiday at double time rates. When men are required to work overtime after 6 p.m. a meal allowance of 2s. shall be paid.

(d) *Permanent-way*.—The week's work shall consist of forty hours, Monday to Friday (inclusive), and shall be worked between the hours of 7.30 a.m. and 4.0 p.m., with an interval of half an hour for a meal. Beyond these hours overtime shall be paid, or its equivalent in time off at time and a half rates. Work done on Sunday or any public holiday shall be paid at double-time rates. Two shillings per shift extra shall be allowed whilst on night shift.

(e) *General Assistant, Permanent-way*.—Conditions: He shall work such hours as may be required, and for all time worked over forty hours per week he shall be paid at the rate

of time and a half. For work performed on public holidays he shall be paid at the rate of double-time for time worked.

### *Wages*

2. (a) The rates of wages to be paid shall be as follows:—

	£	s.	d.
<b>Foremen—</b>			
Distribution foremen .. .. .	8	11	7
Assistant distribution foremen .. .. .	7	15	5
Junior assistant foreman .. .. .	7	10	0
Ganger .. .. .	7	10	0
Depot foremen .. .. .	8	0	10
Depot foreman (garage) .. .. .	8	0	10
Engineers shop foreman .. .. .	8	6	2
Armature winders foreman .. .. .	7	19	2
Blacksmiths foreman .. .. .	7	19	2
Paint-shop foreman .. .. .	7	19	2
Truck-shop foreman .. .. .	7	19	2
Wood-shop foreman .. .. .	7	19	2
<b>Permanent-way—</b>			
Foremen .. .. .	7	15	5
Gangers .. .. .	7	10	0
<b>Workshops—</b>			
Storekeeper .. .. .	7	19	2
Assistant storekeeper .. .. .	6	8	5
Storemen .. .. .	6	7	4
Permanent-way: General assistant .. .. .	6	8	6

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.

(b) Only time worked shall be paid for.

### GENERAL CONDITIONS, ALL DEPARTMENTS

#### *Holidays*

3. All persons covered by this agreement shall be entitled to annual holidays on full pay, which shall be the same as the holidays of the general staff of the departments concerned: Provided that in no case shall the holidays be less than the holidays received prior to this agreement. An officer discharged for any cause other than misconduct shall be paid at ordinary rates for such proportion of his holidays as shall then have accrued.

#### *Relieving*

4. Any employee definitely appointed to act in any superior position provided for in this agreement whilst so employed shall be paid at the higher rate specified for such work.

*Uniforms, &c.*

5. Permanent-way foremen, gangers, truck-shop foreman, and storemen shall be provided with a waterproof overcoat and gum boots when required.

Distribution foremen and gangers shall be supplied with a uniform, waterproof overcoat, and gum boots when required.

*Promotions*

6. 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. When any appointments are to be made to positions affected by this agreement, notices calling for applications shall be posted in all departments concerned.

*Charges*

7. (a) Any charges laid against an officer shall be made known to him as soon as practicable after the alleged offence is said to have been committed.

(b) Any report against an officer shall be in writing, and the officer shall be entitled to see such report and make a copy of it before he is called upon to answer the charge.

(c) An officer may call evidence when an inquiry is held by the employer, and the employer shall, when necessary, have the person making the charge, the secretary of the union or his deputy, and the president of the union in attendance at such inquiry.

(d) Only one person from either side shall be allowed to cross-examine at the inquiry.

(e) All complaints against an officer shall be in writing.

*Conditions of Employment*

8. It is a condition of employment that any person whose work comes under the provisions of this agreement shall, on his accepting employment in the service, agree to become a member of the Auckland Transport Board's Maintenance Officers' Industrial Union of Workers within fourteen days of his joining the service, and shall join the union within the time stated, and continue his membership so long as he remains in the service. All employees working under this agreement shall remain financial members of the said union, it being

agreed that the entrance fee shall not exceed 2s. 6d. and the subscriptions shall not exceed 1s. per week, to be paid quarterly in advance. Employees being four weeks in arrears shall be deemed unfinancial.

#### *Variation of Agreement*

9. Any of the provisions of this agreement may be varied by the mutual consent of the employer and the union to suit altered circumstances.

#### *Service on Juries*

10. Any employee required to lose working-time by reason of service on juries shall be entitled to claim for the deficiency, if any, between the amount of the jury fees and his wages for such lost time, calculated on the appropriate rate as set out in clause 2 (a) hereof—*i.e.*, excluding overtime and penal rates—with a maximum of eight hours per day. Employees dismissed from jury service for the day must report to complete the shift or day's work.

#### *Interpretation*

11. Any matter incidental to or arising out of this agreement shall be determined by a committee consisting of one representative appointed by each party to this agreement. In the event of no agreement being arrived at, the matter shall be referred to the Conciliation Commissioner for the district, whose decision shall be final.

#### *Term of Agreement*

12. This agreement—

- (a) In so far as it relates to wages, shall be deemed to have come into force on 1st April, 1945:
- (b) In so far as other conditions are concerned, shall come into force on the date hereof:
- (c) Shall continue in force up to and including the 5th day of March, 1947.

Signed on behalf of the Union—

[L.S.]

VICTOR J. HARDING, President.  
ARTHUR ROSSER, Secretary.

Signed on behalf of the employer—

W. H. NAGLE, Chairman.  
H. A. ANDERSON, Member.  
C. R. GRIBBLE, Secretary.