

AUCKLAND TRANSPORT BOARD'S INSPECTORS' AND MAINTENANCE OFFICERS'—
INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Auckland]

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954 this 26th day of July 1961 between the Auckland Transport Board's Inspectors' and 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 the union and the employer as follows:

That, as between the parties hereto, the terms, conditions and provisions contained and set out in the Schedule hereto 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.

SCHEDULE

SECTION 1: MAINTENANCE OFFICERS

Clause 1: Hours of Work

(a) *Distribution Department:* A week's work shall consist of 40 hours. The work shall be carried out in accordance with the general practice, but modifications may be mutually arranged to meet emergency conditions. Time worked over eight hours per day shall be paid for at time and a half rates for the first two hours and double time thereafter.

(b) *Garages:* The week's work shall consist of 40 hours, to be mutually arranged between the union and the management. Shifts as so arranged shall be paid for as for eight hours' work per shift and shall be changed weekly or as determined by the board to meet special circumstances. Time worked in excess of shifts mutually arranged as above shall be paid for at time and a half rates for the first two hours and double time thereafter.

(c) *Workshops and Stores:* A week's work shall consist of 40 hours, to be worked on five days of each week, Monday to Friday, both days inclusive, eight hours per day to be worked between the hours of 7.30 a.m. and 5 p.m. with not less than 30 minutes for a meal. Time worked in excess of eight hours per day shall be paid for at time and a half rates for the first two hours and double time thereafter.

For work done on:

1. Saturdays, time and a half rates shall be paid for the first two hours and double time thereafter, with a minimum as for four hours worked.
2. Sundays, double time rates shall be paid, with a minimum as for eight hours worked, except where such work is undertaken voluntarily. In such case the minimum payment shall be as for four hours worked.
3. Public and statutory holidays, double time rates in addition to the normal day's pay shall be paid, with a minimum as for four hours worked.

(d) *Works Department:* A week's work shall consist of 40 hours, to be worked on five days of each week, Monday to Friday, both days inclusive, eight hours per day to be worked between the hours of 7.30 a.m. and 5 p.m. with not less than 30 minutes for a meal. Time worked in excess of eight hours per day shall be paid for at time and a half rates for the first two hours and double time thereafter.

Night shift and emergency work shall be paid for on the same overtime basis as is provided from time to time by the Public Passenger Transport Workers' Award in respect of labourers.

For work done on:

1. Saturdays, time and a half rates shall be paid for the first two hours and double time thereafter, with a minimum as for four hours worked.
2. Sundays, double time rates shall be paid, with a minimum as for eight hours worked, except where such work is undertaken voluntarily. In such case the minimum payment shall be as for four hours worked.
3. Public and statutory holidays, double time rates shall be paid in addition to the normal day's pay, with a minimum as for four hours worked.

Clause 2: Wages

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

	Weekly Amount		
	£	s.	d.
Overhead foreman	17	16	8
Junior assistant foreman	16	9	0
Gangers, works department	15	6	8
Workshops and garage foremen	17	18	4
Head storeman	15	5	0
Storeman-in-charge	14	15	0

(b) Marginal differences between wages of members of the union covered by this section and the wages of men working under them shall be retained.

Clause 3: Shift Workers

(a) Where workers are regularly employed outside the hours of 7.30 a.m. and 5 p.m. or on Saturdays or Sundays as part of their five-day week, they shall be regarded as shift-workers and shall be paid the same shift allowance as is paid to men working under them on similar shifts.

(b) The question of what is Saturday work and what is Sunday work shall be determined in accordance with the Auckland Transport Board Engineers' Award in the case of workshops and garage foremen and in accordance with the Public Passenger Transport Workers' Award in the case of other members of the union.

(c) Work done by shift-workers on Christmas Day, Anzac Day and Good Friday shall be paid for at double time rates with a minimum as for eight hours worked.

Clause 4: Dirt-money Allowance

When a ganger is required to handle tar, bitumen or bituminous emulsion he shall be paid at the rate of 2d. per hour for such time as he is so required, the said payment to be in addition to his ordinary weekly wage.

Clause 5: Meal Money

Workers engaged in workshops and stores, when required to work overtime after 6 p.m. Monday to Friday or after 1 p.m. on Saturday or Sunday shall be paid a meal-allowance of 5s.

Clause 6: Deductions from Wages

The employer shall be entitled to make a rateable deduction from the weekly wages of any worker for any time lost by him through sickness, accident, or default.

Clause 7: Holidays

Workers covered by this section shall receive holidays on the same basis as 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.

Clause 8: Relieving

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

Clause 9: Uniforms, etc.

(a) Overhead foremen shall be supplied with a uniform (details to be mutually agreed upon), greatcoat, waterproof overcoat, and gumboots as required.

(b) Garage foremen shall be supplied with two pairs of overalls or two dust coats and a waterproof coat as required.

(c) Workshops foremen shall be supplied with two dust coats, and a waterproof coat as required.

(d) Storemen shall be supplied with two pairs of overalls or two dust coats, and a waterproof coat as required.

(e) Works department gangers shall be supplied with a greatcoat, waterproof oilskin, and gumboots as required, and with such other items as may be supplied from time to time to employees working under the gangers.

Clause 10

Except in case of emergency, before a worker is required to commence a new day's work he shall be allowed a rest period of not less than eight hours.

SECTION 2: INSPECTORIAL STAFF

Clause 1: Wages

(a) The rates of wages to be paid shall be as follows:	Weekly Amount		
	£	s.	d.
Regulators	16	12	6
Inspectors - 2nd grade and depot assistants ..	19	15	0
Inspectors - 1st grade and despatcher ..	21	0	0
Depot officers and divisional inspectors ..	21	17	0
Inspectors-in-charge	23	10	0
Driving instructor	19	0	0
Assistant driving instructor	18	5	0

(b) Threepence per hour extra shall be paid for broken shift work.

(c) Except in the case of regulators, driving instructor and assistant driving instructor, provision is made in the computation of the above wages to cover overtime, Saturday and Sunday work and shift allowance and no additional payment shall be

made on this account. In the case of regulators, driving instructor and assistant driving instructor the wages include provision for normal overtime and shift allowance and should any of these workers be required to work on Saturdays or Sundays they shall be recompensed in such manner as may be agreed upon between the union and the board.

Clause 2: Deductions from Wages

The employer shall be entitled to make a rateable deduction from the weekly wages of any worker for any time lost by him through sickness, accident or default.

Clause 3: Hours of Work

(a) The normal hours of work shall consist of 40 per week, to be worked eight hours per day on five days each week between Sunday and Saturday.

(b) As far as possible the existing practice relating to shift work, commencing and finishing times, days off, etc., shall be continued but alterations may be made to meet altered conditions.

(c) Overtime shall be worked as and when required, and, as far as possible, it shall be equally distributed. If at any time the union is of the opinion that excessive overtime is worked, representation may be made to the board on the matter.

Clause 4: Holidays

Workers covered by this section shall receive holidays on the same basis as is provided from time to time by the Public Passenger Transport Workers' Award in respect of traffic workers working under similar conditions.

Clause 5: Probationary Period

(a) All inspectors when first appointed shall be classified second grade and shall serve a probationary period of 12 months.

(b) If the work and/or conduct of any probationary inspector is, in the opinion of the management, unsatisfactory, he may be required to revert to his previous position.

(c) If, after 12 months, the management is satisfied that his conduct, ability, and initiative come up to the required standard, he shall be promoted to first grade; otherwise he may be required to continue on the second grade until such time as the management is satisfied that promotion to first grade is merited.

Clause 6: Duties

Workers covered by this section shall as required carry out all duties attaching to the positions they occupy and in cases of emergency may be required to drive or to carry out any other duties necessary to keep the board's services in operation.

SECTION 3: GENERAL

Clause 1: Charges

Before any member of the union can be charged on a report or complaint, a copy of such report or complaint shall be furnished to him and he shall have the right to union representation at the enquiry.

Clause 2: Promotions

Promotions shall be governed by efficiency, and in the event of equal efficiency, by seniority, subject to the right of appeal.

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

Clause 3: Workers to be Members of Union

(a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, it shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement.

(b) For the purposes of sub-clause (a) of this clause a person of the age of 18 years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of 21 years and upwards, shall be deemed to be an adult.

(c) Every person who being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this agreement, and shall be liable accordingly.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Clause 4: Other Workers

Workers appointed to positions not covered by any award or agreement applying to the board's staff may be required to become members of this union and in such case shall be subject to such conditions as to work and wages and general conditions of employment as may be mutually agreed upon by the board and the union.

Clause 5: Disputes Clause

The essence of this award is that the work of the employer shall 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 award and be not settled by mutual agreement, every such dispute or difference shall be referred to a committee to be composed of three representatives of each side, together with an independent chairman to be mutually agreed upon, or, in default of agreement, to be the Conciliation Commissioner for the district or a person appointed by him. In the event of the committee failing to reach an agreement the chairman shall either decide the issue or refer the dispute to the Court for decision within 14 days of the date of the committee meeting. Either side shall have the right to appeal to the Court against a decision of any such committee, or of the chairman of any such committee, upon giving the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

Clause 6

This agreement shall come into force on the 20th day of August 1961 and shall continue in force until the 19th day of August 1964.

Signed on behalf of the employer:

N. B. SPENCER, Chairman.
FREDERICK COE, Member.
J. S. HESTER, Secretary.

Witness to the above signatures: A. J. R. MacDonald.

Signed on behalf of the Union:

A. E. WARD, President.
W. T. MCGREGOR, Secretary.

Witness to the above signatures: F. E. Martin.