

AUCKLAND TRANSPORT BOARD ENGINEERING, COACHBUILDING,
AND RELATED TRADES EMPLOYEES—AWARD

In the Court of Arbitration of New Zealand, Northern Industrial District—
In the matter of the Industrial Conciliation and Arbitration Act 1954; and in
the matter of an industrial dispute between the New Zealand Engineering,
Coachbuilding, Aircraft and Related Trades Industrial Union of Workers
(hereinafter called “the union”) and the under-mentioned board (hereinafter
called “the employers”):

Auckland Transport Board, 121 Hobson Street, Auckland.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”),
having taken into consideration the terms of settlement arrived at in the above-
mentioned dispute and forwarded directly to the Court pursuant to the provisions
of section 130 of the Industrial Conciliation and Arbitration Act 1954, doth
hereby order and award:

That, as between the union and the members thereof and the employers and
each and every of them, the terms, conditions, and provisions set out in the
Schedule hereto and of this award shall be binding upon the union and upon
every member thereof and upon the employers and upon each and every of
them, and that the said terms, conditions, and provisions shall be deemed to be
and they are hereby incorporated in and declared to form part of this award; and,
further, that the union and every member thereof and the employers and each
and every of them shall respectively do, observe, and perform every matter and
thing by this award 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 award or of the said terms, conditions, and provisions,
but shall in all respects abide by and perform the same. And the Court doth
hereby further award, order, and declare that any breach of the said terms,
conditions, and provisions set out in the Schedule hereto shall constitute a breach
of this award, and that a penalty as by law provided shall be payable by
any party or person in respect thereof. And the Court doth further order that
this award shall take effect as hereinafter provided and shall continue in force
until the 1st day of July 1964 and thereafter as provided by section 152 of the
Industrial Conciliation and Arbitration Act 1954.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed,
and the Judge of the Court hath hereunto set his hand, this 14th day of August
1962.

[L.S.]

K. G. ARCHER, Judge.

SCHEDULE

Branches of the Trade

1. Employees included in this award shall be fitters, turners, blacksmiths, motor mechanics, trolley bus mechanics, coach and motor body builders, panel beaters, painters, sprayers, welders, trimmers, automotive electricians, tyre repairers and helpers.

Hours of Work

2. Forty hours shall constitute an ordinary week's work of which not more than eight hours may be worked on each day from Monday to Friday inclusive, and between the hours of 7.30 a.m. to 5 p.m. The time of starting and ceasing work between these hours shall be suitably arranged in each establishment with a break of not more than one hour for lunch and not less than half an hour.

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

Overtime

3. (a) All work done in excess or outside of the hours normally worked under clause 2 hereof shall count as overtime and shall be paid for at the rate of time and a half for the first two hours and double time thereafter, until an eight hour break is allowed.

Where, by virtue of this eight hour break, a worker loses ordinary working time, such time shall be paid for at ordinary rates.

Any worker, other than a shift worker, who is required to work between the hours of 10 p.m. and 6 a.m. shall be paid at double time rates for all such time worked.

(b) *Special Work*—Workers called out outside of their normal working hours shall be paid as for a minimum of three hours worked at overtime rates.

(c) 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.

Holidays

4. (a) The recognised holidays shall be New Year's Day, 2 January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day. Where any of the above holidays, except Anzac Day, falls on a Saturday or a Sunday, such holiday shall be observed on the first succeeding working day or days.

(b) For work done on any of the above holidays, or on a Sunday, double time rates shall be paid.

(c) Except in the case of employees regularly required to work on statutory holidays, and except in the case of employees referred to in subclause (d) of this clause, all employees covered by this award shall be entitled to two consecutive weeks' annual leave, commencing on 25 December of each year, increased by any special holidays occurring during that period for which the employee is entitled to be paid, provided that employees who have not worked for the board during the whole of the preceding 12 months shall receive a *pro rata* proportion of the above holiday period, to commence from 25 December in each year, and in respect of the balance of such period, shall work as directed.

Employees who have good reasons for requiring leave to be taken at another period, will have their requests treated with every consideration.

(d) Employees who are required by the board, through pressing circumstances, to work during the aforesaid period of annual leave, shall be allowed annual holidays in accordance with the provisions of subclause (c) of this clause, at another period to be mutually arranged.

Wages

5. (a) The rates of wages shall be as follows:

(i) *For the period 1 July to 25 July 1962, both dates inclusive—*

						Per Hour	
						s.	d.
Journeyman	.....	.....	.....	.....	.....	7	11½
Helper	.....	.....	.....	.....	.....	7	3½
Kerrick cleaner operator	.....	.....	.....	.....	.....	7	9½

(ii) *On and after 26 July 1962—*

Journeyman	.....	.....	.....	.....	.....	8	2½
Helper	.....	.....	.....	.....	.....	7	5½
Kerrick cleaner operator	.....	.....	.....	.....	.....	8	0

(b) The rates of pay shown in subclause (a) above for the Kerrick cleaner operator are inclusive of all allowances.

(c) Leading hands shall be appointed as required by the management and shall be paid an additional rate of 4½d. per hour.

Terms of Engagement

6. The employment shall be deemed to be a weekly one, and not less than one week's notice of termination shall be given by the employer or by the worker, but this shall not prevent the employer from dismissing a worker without notice for good and substantial cause, subject in all cases to the worker's right of appeal.

Shift Work

7. (a) The ordinary rate of wages shall be those as specified in clause 5 hereof.

(b) Shifts may be worked as required outside the hours specified in clause 2 hereof. Any worker required to work less than four days on shift work shall be paid at overtime rates for all work outside the hours normally worked under clause 2, but if he is required to work four or more shifts he shall instead be paid a shift allowance of 3s. 6d. per shift, which allowance shall be increased to 3s. 7d. per shift for shifts worked on and after 26 July 1962.

(c) Time worked in excess of eight hours per shift shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

(d) Time worked on shift commencing on Saturday shall be paid for at the rate of time and a half for the first two hours and at the rate of double time thereafter.

(e) Time worked on shifts commencing on Sunday shall be paid for at the rate of double time.

(f) Any shift worker called upon to attend any breakdown or emergency call-out shall be paid half ordinary rates in addition to the appropriate rate, when actually doing such work.

(g) Employees regularly required to work on public and statutory holidays shall receive three weeks' (15 working days) leave with full pay every nine months, and shall be paid at ordinary rates for work on public and statutory holidays: Provided that for work done on Christmas Day, Good Friday, and Anzac Day double rates shall be paid.

(h) Workers required to work on their rostered days off shall be paid at overtime rates.

Change of Duties

8. (a) An employee required to perform other than normal duties shall receive the rate of pay for the higher grade of work when so employed, i.e., he shall not receive less than his normal rate of pay. Where a worker is required to perform higher grade work a minimum extra payment equal to the difference between the two rates for one hour shall be made.

(b) The provisions of subclause (a) of this clause shall apply whether the higher rate is provided by this award or by some other agreement or award.

Access to Workshops

9. The secretary, or other duly authorised officer of the union, shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises, the works, or the vehicles controlled by the employer, and there interview any worker or workers, but not so as to interfere unreasonably with the employer's business.

Preference

10. It is a condition of employment that any person whose work comes under the provisions of this award shall, on his being engaged by the Transport Board agree to become a member of the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers 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 award shall remain financial members of the said union in accordance with its rules.

Conditions

11. (a) *Towels*—Towels shall be provided for use in employees' washing room accommodation.

(b) *Protective Clothing*—Workers covered by this award shall be supplied with two pairs of overalls on one occasion annually, such overalls to be laundered at the employer's expense. Provided, however, the employer may arrange with an appropriate firm to supply overalls and to launder them once weekly on a rental basis at no cost to employees; and furthermore, that blacksmiths, blacksmiths' helpers and welders shall be supplied with leather aprons as required. Kerrick cleaners shall be supplied with such additional protective clothing as is necessary.

Mechanics working in pits will be made a cash grant equal to the cost of one pair of boots at the end of each complete year of service.

Goggles shall be supplied to workers who are required to use them to protect their eyes, and all goggles so supplied shall at all times remain the property of the employer, and shall be kept in good order and shall be returned to the employer when a worker leaves the employ of the board.

(c) *Tool Allowances*—Turners and automotive electricians covered by this award shall receive an allowance of 1d. per hour as tool allowance, provided they supply their own tools.

Mechanics, fitters, panelbeaters, and coachworkers who supply their own tools shall receive an allowance of 1½d. per hour.

The tool allowance shall not be paid when the employer supplies all necessary tools.

(d) *Welding Allowance*—Workers employed on welding or cutting shall be paid an allowance of 1s. 9d. for up to four hours and 2s. 6d. for over four hours' welding.

(e) *Pre-heating Allowance*—Workers while employed on bus body frames gas pre-heating shall be paid 3½d. per hour extra. This allowance shall not be paid during any period in which welding or cutting allowance is paid.

(f) *Accidents*—Any worker having to be relieved owing to an accident shall receive a full day's pay for the day on which the accident occurs. The management may demand a medical certificate.

(g) *Dirty Work*—The following operations shall be classed as dirty work and shall be paid for at the rate of 3½d. per hour additional for the time actually worked thereon, with a minimum payment of 1s. 6d. per day:

- (i) Re-ringing of diesel engines in position on vehicle.
- (ii) Work on crankshaft bearings in position on vehicle.
- (iii) Except where the vehicle has recently been Kerrick cleaned the changing of rear spring, replacing or tightening of rivets under buses.
- (iv) Removing differential centre section, but not to include the fitting of a new section.
- (v) Where a vacuum cleaning attachment is not employed, the blowing out of trolley bus motors.
- (vi) Any other work, not of a routine nature, which it is mutually agreed should be classified as dirty work or work more injurious to health or clothing than normal working conditions. Should the employer and the worker (or a representative of the union) be unable to agree, the matter shall be referred to the local Inspector of Awards, whose decision shall be final, but such reference shall not involve the stoppage of work.

This subclause shall not apply where a special wage rate has been provided for the special class of work.

(h) *Rosters*—Before any change is made for rosters, 72 hours' notice shall be given. In the case of emergency, one clear working day's notice shall be given.

(i) *Morning and Afternoon Tea*—A morning and afternoon tea break of 10 minutes shall be allowed to all workers without deduction from wages.

Promotions

12. Subject to any right of appeal promotion shall be governed by efficiency and in the event of equal efficiency, by seniority.

"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

13. The employer shall supply a suitable meal or allow meal money at the rate of 5s. per meal when workers are called upon to work overtime after 6 p.m. on Monday, Tuesday, Wednesday, Thursday, or Friday, or after 1 p.m. on Saturday, Sunday, or public holiday.

Reports and Complaints

14. Before any worker can be charged on a report or complaint, a copy of such report or complaint shall be furnished to the worker and the worker concerned shall have the right to union representation at the inquiry.

Disputes

15. 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.

Scope of Award

16. This award shall apply only to the parties hereto.

Engineering Cadets

17. Any engineering cadet employed by the Board who is a student at any recognised school of engineering or technical college, shall be permitted during his five year period of cadetship to obtain practical experience at the Board's workshops or depots and he shall be exempted from the provisions of this award. It is agreed, however, that this shall not entitle the employer to dismiss a worker in order to make room for an engineering cadet.

Term of Award

18. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 1st day of July 1962, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 1st day of July 1964.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 14th day of August 1962.

[L.S.]

K. G. ARCHER, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, embodies the terms of settlement arrived at by the assessors in Conciliation Council.

The rates of remuneration prescribed in the award are *not* to be increased by the application of the provisions of the Court's general order of 4 July 1962.

K. G. ARCHER, Judge.