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**AUCKLAND TRANSPORT BOARD'S ENGINEERS' AND OTHER TRADESMEN'S—  
INDUSTRIAL AGREEMENT**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1954 this 9th day of September 1964 between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers (hereinafter referred to as "the union") and the Auckland Transport Board (hereinafter referred to as "the board" or "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

*Branches of the Trade*

1. Employees included in this agreement shall be fitters, turners, blacksmiths, motor mechanics, diesel 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 paid 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 agreement 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) (i) The rates of wages shall be as follows:				Per Hour	
				s.	d.
Tradesmen	..	..	..	8	9½
Helpers	..	..	..	7	11
Kerrick Cleaner	..	..	..	8	5¾

(ii) Motor mechanics who have passed the 'A' grade exams conducted by the N.Z. Motor Trade Certification Board and toolmakers shall be paid 4d. per hour extra. 2d. per hour extra shall be paid to employees who hold one or more of the following trade certificates of the N.Z. Trade Certification Board:

- (i) Certified Motor Mechanic
- (ii) Certified Diesel Mechanic
- (iii) Certified Automotive Electrician
- (iv) Certified Fitter and Turner
- (v) Certified Coachbuilder

No employee shall be entitled to receive both the extra payment for 'A' Grade Mechanic or Toolmaker and the extra payment for Trade Certification.

(iii) The hourly wage rate for tradesmen set out in (a) (i) above shall apply until such time as the basic rate for "Tradesmen" in the wage worker determination of the State Services Commission for wage workers in the Works, Electricity, Lands and Survey, and Maori Affairs Departments equals or exceeds such hourly rate. When this occurs it is agreed that the following shall apply for the remainder of the term of this agreement:

(i) The basic rate for Motor Mechanics and other tradesmen shall be the rate shown for "Tradesmen" in the current wage worker determination of the State Services Commission for wage workers in the Works, Electricity, Lands and Survey, and Maori Affairs Departments, with appropriate adjustments to other wage rates in this agreement, and shall be amended from time to time with any change which is subsequently made by order of the State Services Commission.

(ii) The employer and the union, having agreed that the basic wage rate shall be kept identical with the appropriate State Services rates, also agree that General Wage Orders of the Arbitration Court which do not apply to State Service rates, shall not apply to this agreement or any part thereof. The union shall, if so required by the board, join with the board in making an application for exemption from any such Order in accordance with the law relating thereto.

It is further agreed that the increase in the State Services Commission's basic rate for tradesmen (as referred to above) which brings that rate up to or above the hourly rates set out in (a) (i) above shall be applied as from the date of its announcement and shall not be retrospective.

(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 4¾d. per hour.

(d) All rates of remuneration and other payments set out in this agreement are inclusive of the increase provided in the General Wage Order of the Court of Arbitration dated 19 August 1964.

*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 4s. per shift.

(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 shifts 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) 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.

(g) 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 agreement 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 agreement 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 agreement 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 agreement 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.

In the case of any process which involves a risk of injury to the eyes from flying particles or fragments, or from corrosive or irritant substances, or from ultraviolet, infrared or other harmful radiations, or from any other cause, the employer shall, if the persons employed in the process are not protected in any other way, provide each person employed in the process with suitable and efficient equipment or appliances for the protection of his eyes and keep any such equipment and appliances properly maintained.

The equipment supplied is, and shall remain, the property of the employer.

(c) *Tool Allowances*: Turners and automotive electricians covered by this agreement and required to provide their own tools, shall receive an allowance of 1d. per hour as tool allowance.

Mechanics, fitters, panelbeaters, and coachworkers who are required to 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. 10d. for up to four hours and 2s. 8d. for over four hours' welding.

(e) *Pre-heating Allowance*: Workers while employed on bus body frames gas pre-heating shall be paid 3¾d. 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) *Breakdowns*: Any worker called upon to attend any breakdown or emergency call-out shall be paid half ordinary rates in addition to appropriate rate when actually doing such work.

(h) *Dirty Work*: The following operations shall be classed as dirty work and shall be paid for at the rate of 3¾d. per hour additional for the time actually worked thereon, with a minimum payment of 1s. 7d. 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) Work on automatic lubricators on the 55 M.C.W. trolley buses.
- (vii) 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.

(i) *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.

(j) *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. (a) The employer shall either supply a suitable meal or allow meal money at the rate of 5s. 6d. per meal when workers are required to work more than one hour's overtime on any day, Monday to Friday inclusive or after 1 p.m. on Saturday or Sunday or public holiday.

(b) When working protracted overtime, either a suitable meal shall be provided or meal money paid every four and a half hours that overtime continues provided workers are required to continue working after the meal interval.

Where a worker is required to obtain a meal on Saturday, Sunday or on a holiday the employer shall refund any surcharge incurred.

#### *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 agreement 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 agreement 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 Agreement*

16. This agreement 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 agreement. 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 Agreement*

18. This agreement shall be deemed to have come into force on 10 September 1964 and shall remain in force until 1 February 1967.

Signed on behalf of the Auckland Transport Board pursuant to a resolution of the said Board passed on the 1st day of September, 1964:

N. B. SPENCER, Chairman.  
J. I. MOIR, Secretary.

Signed on behalf of the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers:

JOHN H. BUFTON, President.  
J. J. CRUMMEY, Secretary.

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