

AUCKLAND REGIONAL AUTHORITY PASSENGER TRANSPORT DIVISION
STAFF—INDUSTRIAL AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 28th day of May 1965 between the Passenger Transport Division of the Auckland Regional Authority (hereinafter called "the division" or "the employer") of the one part, and the Auckland Provincial District Local Authorities Officers' Industrial Union of Workers (hereinafter called "the union") of the other part, whereby it is mutually agreed by and between the said parties as set out in the following Schedule:

SCHEDULE

Scope of Agreement

1. This agreement shall apply to all clerical employees (including typistes) of the division and to such other of its employees as may be agreed upon between the union and the division provided always that all such employees are in receipt of a basic salary of not more than £1,079 per annum in the case of males and £946 per annum in the case of females.

Hours of Work

2. Thirty-seven and a half hours shall constitute a week's work and shall be worked between the hours of 7 a.m. and 5 p.m. on Monday to Friday, both days inclusive, but not more than seven and a half hours each day, with an interval of not less than 45 minutes for lunch.

Remuneration or Wages

3. (a) Where the salary of any employee bound by this agreement is not provided for in this clause, or where any employee bound by this agreement completes one year's service in the maximum of his grade and no provision is made in this clause for his transference to a higher grade, his salary shall be considered by the Division Committee in the month of March of every year during which his salary is not provided for or while he is at the maximum of his grade as aforesaid, and any increment granted to any employee as the result of such consideration shall take effect as from the first day of April of that year.

(b) The service of employees entering the employment of the division after the commencement of this agreement, shall be deemed to commence from the date of entering, and annual increments shall take effect as from the anniversary.

(c) The minimum wage or salary payable to males and females on attaining the age of 21 years, whilst in the division's service, or entering the service at 21 years and above, shall be:

Males—Salary grade for 6th year.

Females—Salary grade for 4th year.

(d) Special educational training or experience gained in any other employment of a character similar to that covered by this agreement, shall be taken into account by the management in fixing the commencing grade of employees entering the service.

(e) Employees holding the following qualifications shall be paid an additional amount per annum as shown, to take effect as from the 1st day of April next following:

| | £ | s. | d. |
|--|----|----|----|
| Intermediate Government Examination (Shorthand-typistes) | 11 | 10 | 0 |
| Registered Engineer | 28 | 15 | 0 |
| Assoc. Member Institute of Transport | | | |
| Member New Zealand Society of Accountants or Law Society | | | |
| B.Sc., B.Com., Ll.B. | | | |

The division may allow credit for any other qualification held by any employee.

(f) The following shall be the minimum salary payable to male employees covered by this agreement:

| | Annual Salary | | |
|-----------------------|---------------|----|----|
| | £ | s. | d. |
| First year | 424 | 7 | 6 |
| Second year | 485 | 15 | 0* |
| Third year | 552 | 7 | 6† |
| Fourth year | 623 | 17 | 6 |
| Fifth year | 705 | 15 | 0 |
| Sixth year | 756 | 17 | 6 |
| Seventh year | 813 | 2 | 6 |
| Eighth year | 864 | 7 | 6 |
| Ninth year | 925 | 10 | 0 |
| Tenth year | 966 | 10 | 0 |
| Eleventh year | 992 | 2 | 6 |
| Twelfth year | 1,033 | 2 | 6 |
| Thirteenth year | 1,048 | 10 | 0 |
| Fourteenth year | 1,079 | 5 | 0 |

*Entrant with School Certificate commences at this salary.

†Entrant with University Entrance commences at this salary.

A worker who for 50 per cent of his time acts as a cashier or wages clerk shall be paid at the rate of 9s. 3d. per week in addition to the above rates. This allowance shall not be payable during absences on sick or special leave.

(g) The following shall be the minimum salary payable to female employees covered by this agreement:

| | | | | Annual Salary | | |
|---------------|-------|-------|-------|---------------|----|----|
| | | | | £ | s. | d. |
| First year | ..... | ..... | ..... | 419 | 5 | 0 |
| Second year | ..... | ..... | ..... | 485 | 15 | 0* |
| Third year | ..... | ..... | ..... | 552 | 7 | 6† |
| Fourth year | ..... | ..... | ..... | 623 | 17 | 6 |
| Fifth year | ..... | ..... | ..... | 705 | 15 | 0 |
| Sixth year | ..... | ..... | ..... | 756 | 17 | 6 |
| Seventh year | ..... | ..... | ..... | 813 | 2 | 6 |
| Eighth year | ..... | ..... | ..... | 838 | 15 | 0 |
| Ninth year | ..... | ..... | ..... | 879 | 10 | 0 |
| Tenth year | ..... | ..... | ..... | 920 | 7 | 6 |
| Eleventh year | ..... | ..... | ..... | 946 | 0 | 0 |

*Entrant with School Certificate or Junior Government Shorthand Examination commences at this salary.

†Entrant with University Entrance or Senior Government Shorthand Examination commences at this salary.

Provided: Shorthand-typistes shall be paid 2s. 6d. per hour extra when required to take reports of deputations, or proceedings of the division committee. This shall not apply unless the time exceeds one hour, nor to employees in receipt of rates higher than the salary scales in this clause.

(h) Notwithstanding anything contained in this agreement, it shall be competent for the division and the union to agree on wage rates to meet special cases.

(i) The rates of remuneration provided in clauses 3 (f) and 3 (g) above are to be amended from time to time by State Services Tribunal orders issued as a result of ruling wage rates surveys undertaken in accordance with the State Services Act 1962 section 42, and any general wage increases awarded by the Court of Arbitration will not be deemed to apply to the rates of remuneration specified in this industrial agreement. Any increase in rates arising from the ruling rates survey February 1965, shall apply retrospective only to the 1st day of April 1965.

Payment of Wages

4. Except by mutual agreement, salaries—including overtime—shall be paid at not longer than fortnightly intervals and during working hours. For the purpose of calculating the amount payable weekly in respect of annual salaries, the amount of the annual salary shall be divided by 52, and for the purpose of calculating the amount payable fortnightly, the amount of the annual salary shall be divided by 26.

Overtime

5. (a) All time worked in excess of the hours specified in clause 2 shall be regarded as overtime, provided that employees may be employed for periods not exceeding 15 minutes per day without this being regarded as overtime. If, however, any such period exceeds 15 minutes then the whole of that period (i.e., including the first 15 minutes) shall be regarded as overtime.

(b) All overtime to which an employee is entitled shall be computed and paid weekly or fortnightly.

(c) No overtime for which overtime rates are payable, as provided in subclauses (b) and (d) hereof shall be worked by any employee without the prior consent of the head of the department in which the employee is employed.

(d) Where any employee is required to work overtime, such employee shall be paid as follows:

Monday to Saturday—Time-and-a-half rates for the first three hours and double ordinary time thereafter.

Sunday—Double time rates for all time worked.

Public holidays—Extra payment at time-and-a-half rates for time actually worked.

Good Friday, Anzac Day and Christmas Day—Extra payment at double time rates for time actually worked.

(e) In accordance with clause 6 (f), the provisions of 5 (d) in regard to public holidays shall not apply to employees in the Revenue Department. Double time rates shall, however, be paid for work on Good Friday, Anzac Day and Christmas Day.

Holidays

6. (a) Except as provided in subclause (f) hereof, employees shall be entitled to the following public holidays without any deduction of pay, viz: New Year's Day and the next following day, Anniversary Day, Anzac Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day and the next following day, and any other day or days which may from time to time be proclaimed as public holidays or usually observed or granted by the division.

(b) The provisions of the Annual Holidays Act shall apply to workers covered by this agreement, but in the case of workers with 10 years' service in their present employment, three weeks' holiday shall be allowed instead of two weeks, such leave to be exclusive of any holidays mentioned in subclause (a) hereof.

(c) Annual leave may accumulate for, but not beyond, two years, with the consent of the secretary of the division.

(d) If, after 12 months' service, employment is terminated by whatever cause except that of dishonesty on the part of the employee, an annual leave allowance computed in accordance with the Annual Holidays Act shall be given to such employee.

(e) At least 30 days' notice (but longer if possible) of the commencement of annual leave shall be given by the head of the department to the employee.

(f) Notwithstanding anything contained herein to the contrary, employees may be required by the heads of departments to work on public holidays. Such employees regularly required to work on public holidays may, in lieu of overtime pay, receive three weeks' holidays (15 working days) every nine months provided that the existing practice be continued of double-time payment for work done on Christmas Day, Good Friday and Anzac Day. Any change made in the present method of taking holidays shall apply to all employees in the department concerned and not to individual clerks.

Meal Allowance

7. Any employee who is instructed to work after 6 p.m. on week-days shall be paid a meal allowance of 5s., if that employee cannot reasonably journey to and from his home for a meal. This allowance shall not be paid to shift workers or to employees whose regular duties require attention after these hours.

Employees Temporarily Occupying Higher Positions

8. Any employee who is instructed to perform the duties of an employee receiving a higher salary shall, if he occupies that higher position for more than four weeks continuously, exclusive of any period of holidays of the employee temporarily relieved, be paid an increased salary to be decided upon by the division after full consideration of all the circumstances.

Application

9. No person in the employment of the division, who, at the date of this agreement is in receipt of a higher rate of pay or other remuneration, or whose hours of duty are less than herein provided, or who has been carrying out any of the duties covered by this agreement for a period of 12 months or over prior to the date of this agreement, shall have his or her pay or remuneration reduced or hours increased, or suffer the loss of any existing privilege or suffer any reduction of status on account of this agreement. The operation of this clause shall not apply to temporary promotion granted or to temporary appointments.

Term of Employment

10. In the absence of special written agreement between the division and the employee, one month's notice of resignation or dismissal shall be given by the employee or the employer except in cases of dishonesty or other good cause, when an employee shall be subject to instant dismissal.

General Conditions

11. (a) Where practicable vacant positions covered by this agreement shall be filled by promotion of employees already on the staff and the appointment of juniors, applications for such vacant positions having first been called.

(b) The appointment of permanent staff shall be after a probationary period of six months.

(c) Temporary employees shall not be engaged for periods longer than six months, except upon conditions as shall be agreed upon between the division and the union.

Workers to be Members of Union

12. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement, become a member of such union within seven days after his engagement or after this clause comes into force: as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this agreement so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this agreement.

(d) Every employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom subclause (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purpose of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this agreement.

Under-rate Workers

13. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local

Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such workers shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such inspector or other person shall determine, and after the expiration of such period shall continue in force until 14 days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause; Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Matters Not Provided For

14. The essence of this agreement being that the work of the employers shall not on any account whatsoever be impeded, but shall always proceed as if no dispute had arisen, it is hereby provided, subject however to the provisions of the Tramways Amendment Act 1910, that if any dispute or difference shall arise between the parties bound by this agreement or any of them as to any matter whatsoever arising out of or connected therewith, and not dealt with in this agreement, every such dispute or difference shall be referred to a committee to be composed of two representatives of the union and two representatives of the employers, none of whom shall be members of the legal profession, together with an independent chairman to be mutually agreed upon. Provided that all disputes shall be considered by the committee within one month of the date of notification to the division or the union of such dispute.

Either side shall have the right to appeal to the Arbitration Court against a decision of any such committee upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of making the appeal.

Part-time Employees

15. Rates of remuneration or wages for part-time employees whose services do not necessitate his or her employment for substantially the number of hours specified in clause 2 hereof, shall be decided by negotiations between the division and the employee, and the secretary of the union shall be advised of all such agreements.

Right of Entry Upon Premises

16. The secretary or other authorised officer of the union shall be entitled to enter at all reasonable times upon the premises or offices of the division for the purpose of interviewing any employee in connection with the operation of this agreement, but not so as to interfere unreasonably with the employer's business.

The division shall, upon request by the union, supply a list of its employees covered by this agreement, provided however that this request shall not be made more often than once every three months.

Term of Agreement

17. This agreement shall be deemed to have come into force on 1 April 1965 and shall continue in force until 31 March 1966.

Signed on behalf of the employer:

C. S. PASSMORE, Chairman.
J. S. MOIR, Secretary.

Signed on behalf of the union:

J. W. MADDEN, President.
J. B. DAVY, Secretary.
