

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

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 27th day of May, 1938, 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. One shilling per shift extra shall be allowed whilst on night shift—*i.e.*, 11 p.m. to 7 a.m.

(b) *Depots.*—The week's work shall consist of forty hours, to be worked as follows—Day: 7.15 a.m. to 3.30 p.m., eight and a quarter hours; afternoon: 3.15 p.m. to 10 p.m., seven hours; night: 10 p.m. to 7.30 a.m., nine and a half 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.

(c) *Workshops and Stores.*—The week's work shall consist of forty hours, Monday to Friday (inclusive). Overtime on week-days to be paid for at the rate of time and a half. Work done on Sunday or any public holiday at double time rates or its equivalent in time off to be allowed.

(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 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 or its equivalent in time off allowed. Two shillings per shift extra shall be allowed whilst on night shift.

Wages.

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

		Present Rates, with 5s. added.		
		£	s.	d.
Foremen—				
Distribution foremen	7	5 0
Assistant distribution foremen	6	10 0
Junior assistant foreman	6	5 0
Ganger	6	5 0
Depot foremen	6	15 0
Engineers' shop	7	0 0
Armature-winders	6	13 6
Blacksmiths	6	13 6
Paint-shop	6	13 6
Truck-shop	6	13 6
Wood-shop	6	13 6
Permanent-way foremen	6	10 0
Permanent-way gangers	6	5 0
Workshops—				
Storekeeper	6	13 6
Assistant storekeeper	5	5 0
Storemen	5	4 0

GENERAL CONDITIONS, ALL DEPARTMENTS.

Holidays.

3. All persons covered by this agreement shall be entitled to a fortnight's annual holiday on full pay for every complete year worked; but those working on all public holidays shall receive an additional week's holiday on full pay. These holidays shall be deemed to be accruing throughout each year of service, so that if after six months' continuous service an officer is discharged for any cause other than misconduct he shall be paid at ordinary rates for such proportion of his holiday 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.

Interpretation.

10. 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.

11. This agreement shall come into force as from the 1st day of April, 1938, and shall continue in force up to and including the 31st day of March, 1941: Provided that, notwithstanding the expiration of the currency of this agreement, this agreement shall continue in force until a new agreement has been duly entered into.

Revision of Wages.

12. If, by the end of the first year of this agreement it is proved, either by the production of a pronouncement of the Arbitration Court or the official records of the Government Statistician, that the then cost of living in Auckland has either increased or decreased by a full 5 per cent. or more as compared with the cost of living at the commencement of the agreement, then either party may require a revision to be made in the rates of wages fixed by this agreement, and any such revised rates shall take effect as from 1st April, 1939.

And, further, if by the end of the second year of this agreement it is proved, either by the production of a pronouncement of the Arbitration Court or the official records of the Government Statistician, that the then cost of living in Auckland has either increased or decreased by a full 5 per cent. or more as compared with the cost of living at the commencement of this agreement in the event of no such revision as aforesaid having been made in the rate of wages as from 1st April, 1939, or as compared with the cost of living at the date last aforesaid in the event of such revision as aforesaid having been made, then either party may require a revision to be made in the rates of

wages as fixed by this agreement (or as revised under the preceding paragraph), and any such revised rates shall take effect as from 1st April, 1940.

And in the event of a failure to agree on any question arising under this clause, then any such difference between the parties shall be referred to the Court of Arbitration for settlement.

Signed on behalf of the union—

ALEXANDER MARJORIBANKS, President.
ARTHUR ROSSER, Secretary.

Signed on behalf of the employer—

F. E. LARK.
W. T. ANDERTON.
H. A. ANDERSON.
W. H. NAGLE.
