

**AUCKLAND TRANSPORT BOARD'S MAINTENANCE OFFICERS.—
AWARD**

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Auckland Transport Board's Maintenance Officers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned Board (hereinafter called "the employers") :—

Auckland Transport Board, 43 Customs Street West,
Auckland C. 1.

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 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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 31st day of March, 1949, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 23rd day of June, 1948.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Hours of Work

1. (a) *Distribution Department*.—A week's work shall consist of forty 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. Where workers are regularly employed outside the hours of 7.30 a.m. and 5 p.m., they shall be regarded as shift-workers and shall receive the same shift allowance as members of the Tramway Union engaged on similar shifts.

(b) *Depots*.—The week's work shall consist of forty 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. Shifts shall be changed every four weeks. Junior foreman shall do holiday relief. 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. Shift-workers shall receive the same shift allowance as members of the Tramway Union engaged on similar shifts.

(c) *Workshops and Stores.*—A week's work shall consist of forty 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 forty-five 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; but this provision shall not apply to those members of the Stores Department who are regularly required to work on the Revenue truck on public and statutory holidays, and such employees shall be paid ordinary rates.

The following special conditions shall apply to workers on the Revenue truck: when these workers are employed outside the hours set out under this subclause they shall be regarded as shift-workers and paid 2s. a shift.

(d) *Permanent-way.*—A week's work shall consist of forty 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 thirty minutes for a meal. Time worked in excess of eight hours per day shall be paid for at time and 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 in respect of permanent-way repairers.

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.

Wages

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

		Per Week.		
		£	s.	d.
Distribution foreman	10	2	10
Assistant distribution foreman	9	5	10
Junior assistant foremen	9	0	2
Depot foreman in charge of Epsom	9	12	0
Depot foreman	10	1	3
Workshops foremen	9	7	0
Permanent-way leading foremen	9	5	0
Permanent-way foremen	8	15	0
Permanent-way gangers	8	10	0
Storekeeper	9	0	0
Head storeman	7	10	0
Storeman in charge of outside stores	7	10	0
Permanent-way general assistant	7	6	8
Storemen	7	5	0

(b) 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.

Dirt-money Allowance

3. When a permanent-way foreman or permanent-way 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.

Meal-money

4. Workers engaged in workshops and stores when required to work overtime after 6 p.m. shall be paid a meal allowance of 2s. 6d.

Deductions from Wages

5. An 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.

Holidays

6. With the exception of stores employees engaged on the Revenue truck, all persons covered by this award shall be entitled to annual 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 award.

An officer discharged for any cause other than misconduct shall be paid at ordinary rates for such proportion of his holidays as shall then have accrued.

Storemen engaged on the Revenue truck shall receive three weeks' holiday leave every nine months while regularly required to work on public and statutory holidays.

Relieving

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

Uniforms &c.

8. Distribution foremen shall be supplied with a uniform, greatcoat, waterproof overcoat, and gum boots as required.

Depot foremen shall be supplied with two pairs of overalls or two dust coats and a waterproof coat as required.

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

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

Permanent-way foremen and gangers shall be supplied with a greatcoat, waterproof oilskin, and gum boots as required, and with such other items as may be supplied from time to time to employees working under the respective foremen and gangers.

Permanent-way assistant shall be supplied with a greatcoat as required.

Promotions

9. 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, diligent conduct. When any appointments are to be made to positions affected by this award, notices calling for applications shall be posted in all departments concerned.

Charges

10. (a) Any charge 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.

Workers to be Members of Union

11. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen 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 award for workers of the age of twenty-one 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 award, and shall be liable accordingly.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Service on Juries

12. Any employee required to lose working-time by reason of service on juries shall be entitled to claim for the deficiency, if any, between the amount of the jury fees and his wages for such lost time, calculated on the appropriate rate as set out in clause 2 (a) hereof—*i.e.*, excluding overtime and penal rates—with a maximum of eight hours per day. Employees dismissed from jury service for the day must report to complete the shift or day's work.

Disputes Clause

13. Any dispute in connection with any matter arising out of or not provided for in this award shall be settled between two representatives of the union and two representatives of the employer, and in default of any agreement being reached, such dispute shall be referred to the Conciliation Commissioner for the district, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Rest Period

14. Before a worker is required to commence a new day's work he shall be allowed a rest period not less in length than that which applies for the time being and from time to time to permanent-way repairers employed by the Auckland Transport Board.

Term of Award

15. (a) The provisions of this award as to wages, penal payments for work done on Saturdays, Sundays, and public holidays, and shift allowance shall be deemed to have come into force on the 1st October, 1947.

(b) Except as provided in subclause (a) of this clause, this award shall come into force on the day of the date hereof, and shall continue in force until the 31st March, 1949; Provided, however, that notwithstanding the above-mentioned provisions of this clause, for the period from the 22nd July, 1947, to the 30th September, 1947 (both dates inclusive), workers under this award shall be entitled to the following:—

- (1) For work done on Saturdays, payment at the rate of time and one-half based on the wages prescribed in the industrial agreement made on the 28th August, 1945.
- (2) For shift-work, such additional payment as is necessary to make a total shift allowance of 2s. per shift.
- (3) A payment at the rate of 5s. per week in addition to the rates of wages prescribed in clause 2 (a) of the industrial agreement dated the 28th August, 1945.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 23rd day of June, 1948.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The matters settled by the Court related to the rates of wages for depot foreman in charge of Epsom, permanent-way leading foremen, permanent-way foremen, and permanent-way gangers, dirt-money allowance for permanent-way foremen and gangers, and rest period.

The rate of wages for depot foremen was agreed to by representatives of the parties at the hearing, and the Court was informed that the said rate is inclusive of a special pit allowance of 5s. a week.

One of the clauses agreed upon in Conciliation Council read as follows:—

“Any of the provisions of this award may be varied by mutual consent of the employer and the union to suit altered circumstances.”

This clause has not been incorporated in the award, for the reason that an award cannot be amended except by order of the Court. The attention of the parties is drawn to sections 92 (1) (c) and 93 of the Industrial Conciliation and Arbitration Act, whereby the Court, upon application and in certain circumstances, may, at any time during the currency of the award, amend its provisions.

A. TYNDALL, Judge.