

CHRISTCHURCH CITY CORPORATION **DRIVERS.**—INDUSTRIAL
AGREEMENT DECLARED TO BE AN AWARD.

In the Court of Arbitration of New Zealand, Canterbury
Industrial District.

Friday, the 22nd day of July, 1938.

WHEREAS on the 12th day of April, 1938, an industrial agreement was made between the Mayor, Councillors, and Citizens of the City of Christchurch, of the one part, and the Canterbury Drivers and Related Trades' Industrial Union of Workers, of the other part: And whereas a duplicate original of the said industrial agreement was, on the 14th day of April, 1938, filed in the office of the Clerk of Awards at Christchurch: And whereas on the said 14th day of April, 1938, an application was made to the Court by the parties to the said agreement for an order declaring the said agreement to be an award of the Court: And whereas the Court is satisfied that the said industrial agreement is binding on an employer which employs a majority of the City Council drivers in the Canterbury Industrial District, in which district the said industrial agreement was made: Now, therefore, the Court, in pursuance and exercise of the powers vested in it by section 33 of the Industrial Conciliation and Arbitration Act, 1925, and of every other power in that behalf thereunto enabling it, doth hereby

order and declare that the said industrial agreement, a copy of which is hereto subjoined, shall, as from the day of the date hereof, be an award of the Court.

[L.S.]

W. J. HUNTER, Judge.

CHRISTCHURCH CITY CORPORATION DRIVERS.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 12th day of April, 1938, between the Mayor, Councillors, and Citizens of the City of Christchurch, a Corporation constituted under the Municipal Corporations Act, 1933, and hereinafter referred to as "the Corporation," and joining in these presents as an employer, of the one part, and the Canterbury Drivers and Related Trades' Industrial Union of Workers, an industrial union registered under the Industrial Conciliation and Arbitration Act, 1925, and its amendments, and hereinafter referred to as "the industrial union" (the registered office of which union is situate at 194 Gloucester Street, in the City of Christchurch), of the other part, witnesseth that it is hereby mutually agreed and declared between and by the Corporation and the industrial union that the terms and conditions hereinafter set forth shall apply to all drivers of horses and motor-driven vehicles employed by the Corporation.

Hours of Work.

1. (a) Except where otherwise specified, a week's work shall be forty hours, to be worked on five days of the week from Monday to Friday, both days inclusive.

(b) The daily working-hours shall be regulated in advance according to the special requirements of the City Council so that the ordinary hours of work shall be made to fall between the hours of 7 a.m. and 5 p.m.: Provided that any driver required to work between the hours of 6 a.m. and 7 a.m. shall be paid 1s. per hour extra, such payment to be made in addition to the ordinary weekly wage: Provided, also, that men employed as stablemen in the various yards may be required to commence a day's work at 5.30 a.m. without extra payment.

(c) The hours prescribed in clause 1 (a) shall include all time occupied in attendance to horses, cleaning harness, and washing and attending vehicles.

(d) All time worked beyond the weekly or daily hours prescribed in clause 1 (a) and 1 (b) to be counted as overtime and paid for as provided in clause 6.

(e) The hours of work for night broom-drivers shall be thirty-six per week, and this shall include all time occupied in

coupling up and attending to the brooms or tractor. All time in excess of such hours to be paid at overtime rates as provided in clause 6.

(f) The hours of work for nightsoil drivers shall be thirty-six per week, to be worked on five nights of the week. This shall include all time required for fixing and unfixing tanks, &c. All time in excess of such hours to be paid at overtime rates as provided in clause 6.

(g) All nightsoil vehicles to be provided with weather-proof cabins and adequate lighting.

(h) The Council shall provide a time-book in each stable and garage in which each driver shall enter daily the total hours for which he is entitled to be paid, and stating the overtime, if any. The foreman shall, within twenty-four hours, have the time verified and the book initialled.

(i) Notwithstanding the above, two truck-drivers are to be available on Saturday mornings, one for the Works Department and one for the Reserves Department, for cleaning up, refuse-collection, &c., it being understood that the Reserves Department will not require the truck except from 1st April to 30th June, inclusive. The drivers so used are to be selected in rotation from all the available drivers in the Works and Reserves Departments by roster.

The Reserves Department has the right to use one tractor-driver on Saturday if the weather is sufficiently wet to prevent the mowers working on two days of the week. This is to apply from October to December, inclusive.

No addition shall be made to the weekly payment for such work, but equivalent time shall be added to the annual holiday, or, alternatively, equivalent time shall be allowed off on the Friday following the Saturday the work is done.

	Wages.	Per Week.		
		£	s.	d.
2. (a) For those driving and attending one horse		5	2	6
For those driving and attending two horses	5	6	6
Motor-vehicle drivers	5	4	6
Night broom-drivers	5	8	6
Nightsoil drivers	6	7	0
Halswell Quarry truck-drivers	5	12	0
Tractor-drivers	5	4	6
Tractor-scoop drivers	5	12	0
Tractor-grader drivers (flat rate)	5	15	0
Big concrete-mixer drivers	5	12	0
Stableman	5	5	0
Driver of sump-cleaner (flat rate— <i>i.e.</i> , no dirt-money)	5	15	0

(b) Driver of tractor when hauling bitumen or tar-sprayer shall receive 2s. 6d. per day while so engaged, and the driver of tractor hauling sweeper when tar-sealing is to receive 1s. 6d. per day extra while so engaged.

(c) In addition to the wages prescribed in clause 2 (a), 1s. per day, with a maximum of 5s. per week, shall be given as dirt-money for drivers engaged in the following work: Tar, asphalt, and hot-mix carting; clinker-carting; fish-carting; tins, household, general, and special-order rubbish carting; sump carting; grit carting and spreading; firewood-carting.

Where drivers are employed on sump-cleaning without assistance, 2s. per day to be paid. An assistant is to be provided for a driver of the fish-refuse cart.

(d) Drivers required to stand by their teams during lunch-hour shall receive 1s. per day extra for each driver.

(e) No deduction shall be made from such wages for any cause save through the workers' own default or sickness.

Wages and Conditions for Driver of Karrier Sweeper.

3. The hours of work for driver of Karrier sweeper to be thirty-six per week. All time in excess of these hours to be counted as overtime and paid for as provided in clause 6.

Oilskin leggings, oilskin, and overalls to be provided for in accordance with clause 8.

Wages to be £6 10s. per week. Holidays as provided for in clause 5.

Meals.

4. One full hour shall be allowed daily for dinner between the hours of 11.45 a.m. and 1.30 p.m.

Holidays.

5. (a) Drivers shall receive and be paid for the following holidays: New Year's Day, 2nd January, Good Friday, Easter Monday, King's Birthday, Labour Day, Show Day, Anniversary Day, Christmas Day, and Boxing Day, and one working-day to be set apart for the annual picnic. When any of the above holidays fall on a Saturday or Sunday the following Monday or Tuesday to be observed, or both.

Nightsoil drivers to receive twelve clear days in lieu of the above holidays.

(b) In addition to the above holidays, all drivers on completion of each year's service shall be entitled to receive an annual holiday of five and a half consecutive working-days' holiday on full pay, to be taken by mutual agreement with the departmental head.

(c) In the event of a worker being dismissed or leaving his employment after the completion of six months' service he shall receive holidays in proportion to his length of service or the equivalent in pay.

(d) For work done on Sundays, Christmas Day, New Year's Day, or Good Friday drivers shall be paid at the rate of double time; for work done on other holidays or on Saturdays mentioned in this award time and a half rates shall be paid. The above payments to be in addition to the ordinary weekly wages, with a minimum payment for two hours' work.

Overtime.

6. Overtime for all drivers shall be paid for at the rate of time and a half for the first two hours in any one day, thereafter double time rates. Nightsoil drivers to receive 4s. per hour.

Payment of Wages.

7. Wages shall be paid weekly and in cash and paid in the employer's time.

Oilskin, Leggings, and Overalls.

8. Oilskin leggings and oilskins shall be provided to all drivers when required, but not more than once in a year; also overalls for nightsoil drivers, night broom-drivers, sump-cart drivers, concrete-mixer, tractor and grader, tar-cart drivers, and hot-mix, and aprons and gloves for household and general refuse drivers; gloves and overalls will also be provided for men carting firewood.

All equipment must be handed into the store before new is issued, and all such equipment issued to employees is to remain the property of the Christchurch City Council.

Term of Engagement.

9. In the case of workers other than casual hands a week's notice of dismissal or resignation shall be given by the Council or employee. In the event of an employee being suspended from duty for any cause he shall have the right of appeal first to the departmental head, and, failing satisfactory settlement, to the Committee concerned, and finally to the Council, if necessary, before being dismissed from the Council's service. Any worker to be allowed to be accompanied by an advocate, who is an officer of the local union, when appearing before the Committee or Council.

Stable Attendants.

10. In all stables where ten or more horses are kept the Council shall provide stable attendants who shall do all stable-work outside the drivers' ordinary hours of work.

Stableman.

11. The conditions of work for the stableman in Moorhouse Avenue yard are to remain as at present, with the exception that whenever a man is engaged on the hot-mix plant or other duties in the yard the stableman shall be allowed off an additional night in the week. Also, owing to his lengthy hours on duty he shall receive two weeks' holiday annually on full pay.

Bicycle Allowance.

12. Where drivers are required to work away from the city and have to provide their own cycles for travelling they shall receive 2d. per mile allowance outside the city boundary, provided they are not being paid for the time occupied in travelling.

Preference.

13. Preference shall be given to members of the Canterbury Drivers' Union.

Scope of Award.

14. This award shall apply to all drivers of horse or motor propelled vehicles or implements employed by the Christchurch City Council.

Term of Award.

15. This award shall take effect from the 21st day of March, 1938, and remain in force until the 21st day of March, 1939.

In witness whereof the parties have executed these presents.

The common seal of the Christchurch City Corporation was hereto affixed in the presence of—

[L.S.]

JOHN W. BEANLAND, Mayor.
J. S. NEVILLE, Town Clerk.

The common seal of the Canterbury Drivers and Related Trades' Industrial Union of Workers was hereto affixed in the presence of—

[L.S.]

H. H. McCaw, President.
E. PARLANE, Secretary.