

PETONE BOROUGH COUNCIL DRIVERS.—INDUSTRIAL  
AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 16th day of December, 1940, between the Mayor, Councilors, and Burgesses of the Borough of Petone, a Corporation registered 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 Wellington Motor and Horse Drivers and their Assistants' Industrial Union of Workers, an industrial union registered under the Industrial Conciliation and Arbitration Act, 1925, and hereinafter referred to as "the union" (the registered office of which is situate at 126 Vivian Street, in the City of Wellington), of the other part, witnesseth that it is hereby mutually agreed and declared between and by the Corporation and the union that the terms and conditions set out in the schedule hereto shall apply to all drivers of horses, motor-vehicles, and implements employed by the Corporation.

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SCHEDULE.

*Hours of Work.*

1. (a) The ordinary hours of work for horse-drivers shall be forty per week exclusive of the time required for attendance to horses and cleaning harness, which shall be paid for as provided in clause 3 hereof.

(b) The ordinary hours of work for motor-drivers shall be forty per week inclusive of time required for attendance to vehicles.

(c) The daily hours shall not exceed eight, and shall be worked between the hours of 7.30 a.m. and 4.30 p.m. on five days of the week Monday to Friday inclusive: Provided that the starting and finishing times may be varied in respect of drivers engaged removing night-soil.

#### *Wages.*

2. (a) The rates of wages for workers coming within the scope of this agreement shall be as follows:—

	Per Week.		
	£	s.	d.
(i) Horse-drivers .. .. .	5	0	0
(ii) Motor-vehicle drivers .. .. .	5	3	4
(iii) Tractor-drivers .. .. .	5	3	4

(b) Drivers engaged cleaning pits or whose work brings them in contact with tarred ingredients shall receive an extra payment of 1s. a day while so employed. Drivers engaged in refuse collection shall receive 1s. 4d. per day extra while so employed. Drivers engaged driving or operating Triplex mowers shall receive 1s. 4d. per day extra when in the opinion of the Corporation the conditions are such as to warrant such extra payment. Drivers engaged on any of the work mentioned in this subclause shall be allowed fifteen minutes per day as cleaning-time. Such cleaning-time if done outside the ordinary working-hours shall be paid for at ordinary rates in addition to the weekly wage.

(c) Drivers while engaged removing night-soil shall be paid for the time so occupied at the rate of double time.

(d) General drivers while in charge of two or more men shall be paid 2s. per day extra. Drivers engaged on refuse collection while in charge of two or more men shall be paid 1s. per day extra.

(e) No deductions shall be made from such weekly wage for any cause save for time lost by the worker's own default or sickness.

#### *Stable-work.*

3. (a) The Corporation may require horse-drivers to work two and a half hours per week in addition to the hours prescribed in clause 1 hereof in cleaning harness, grooming, and harnessing horses, provided that such work shall be paid for at the rate of 2s. 6d. an hour. Such payment to be made in addition to the weekly wage.

(b) For the week during which a driver is required to take the horses to and from the paddock he shall be paid a further additional sum of 12s. 6d.

#### *Holidays.*

4. (a) Drivers shall receive and be paid for the following holidays: New Year's Day, 2nd January, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Anzac Day, Christmas Day, Boxing Day, Anniversary Day, and a day to be set apart for annual picnic. When any holiday falls on a Sunday, the following day shall be observed. In event of a driver being required to work on any of the above-named days he shall be paid for the same at the rate of double time, and in addition shall have an extra day added to his annual leave.

(b) Workers covered by this agreement shall be granted a holiday of ten consecutive working-days on full pay during each year of service with the Corporation: Provided that a worker leaving his employment or being dismissed at any time before having completed a full year's service shall be entitled to a holiday proportionate to the time he has served.

#### *Overtime.*

5. For work done in excess of the daily or weekly hours herein prescribed, drivers shall be paid at the rate of time and a half for the first four hours and at the rate of double time thereafter. Members of the union shall be given preference in respect of overtime.

#### *Drivers' Duties.*

6. It shall be part of the ordinary duty of a driver to assist when required in loading and unloading the employer's vehicle. An employer may employ a driver at work outside his ordinary duties for the purpose of filling in time, but in such case he shall be paid not less than the award or ruling rate for such work, and not less in any case than the ordinary rate for drivers.

#### *Payment of Wages.*

7. Wages shall be paid regularly weekly in cash, overtime included, not later than the Friday in each week, and shall be paid in the employer's time.

#### *Term of Engagement.*

8. (a) A week's notice of dismissal or of resignation shall be given by the employer or the worker, as the case may be.

(b) In event of an employee being suspended from duty for any cause, he shall have the right to appeal to the Appeal Committee of the Corporation before being dismissed from his employment.

(c) The Corporation shall not employ any worker coming within the scope of this agreement who is not a member of the union party hereto while there are members of the union available to undertake the job.

#### *Overalls.*

9. Drivers engaged in refuse collection, night-soil carting, or whose work brings them in contact with tarred ingredients, lime, or artificial manure shall be supplied by the Corporation with overalls.

#### *Accommodation.*

10. The Corporation shall provide suitable accommodation for drivers to change their clothes and have their meals. It shall be the duty of the Corporation to see that such accommodation is kept in a clean and habitable condition.

#### *Disputes Committee.*

11. The essence of this agreement being that the work of the employer shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided 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 each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

#### *Accidents.*

12. A modern first-aid emergency case, fully equipped, shall be provided and maintained by the Corporation in a convenient and accessible place on all jobs.

*Scope of Agreement.*

13. This agreement shall apply to all drivers of horses and to all drivers of motor-vehicles and implements employed by the Petone Borough Council, other than those driven by steam.

*Term of Agreement.*

14. This agreement, in so far as it relates to wages, shall be deemed to have come into force on the 17th day of December, 1940, and so far as all other conditions are concerned it shall come into force on the day of the date hereof, and shall continue in force until the 16th day of December, 1941.

*Increase in Rates of Remuneration.*

15. All rates of remuneration, including time and piece wage and overtime and other special payments provided for in this agreement, shall be subject to the provisions of the general order of the Court of Arbitration dated the 9th day of August, 1940, under the Rates of Wages Emergency Regulations 1940 increasing rates of remuneration by an amount equal to 5 per cent. thereof.

*Exemption.*

16. It is understood and agreed between the Corporation and the union that the special payments provided in respect of the driver of the Triplex mower and for drivers in charge of two or more men shall not be subject to the provisions of the general order of the Court of Arbitration dated the 9th day of August, 1940, increasing the rates of remuneration by 5 per cent.

In witness whereof the parties have executed these presents the day and the year first before written.

The common seal of the Mayor, Councillors, and Burgesses of the Borough of Petone was hereto affixed in the presence of—

[L.S.]

J. C. BURNS, Mayor.  
H. FIRTH, Town Clerk.

The common seal of the Wellington Road Transport and Motor and Horse Drivers and their Assistants' Industrial Union of Workers was hereto affixed in the presence of—

[L.S.]

J. N. M. RICHARDS, President.  
A. PARLANE, Secretary.