

—

**DUNEDIN CITY CORPORATION ELECTRICITY DEPARTMENT
DRIVERS.—INDUSTRIAL AGREEMENT**

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 5th day of October, 1945, between the Dunedin City Corporation and the Otago Road Transport and Motor and Horse Drivers and their Assistants' Industrial Union of Workers.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 5th day of October, 1945, between the Dunedin City Corporation, of the one part, and the Otago Road Transport and Motor and Horse Drivers and their Assistants' Industrial Union of Workers, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 2nd day of November, 1945.

[L.S.]

A. TYNDALL, Judge.

DUNEDIN CITY CORPORATION ELECTRICITY DEPARTMENT DRIVERS.
—INDUSTRIAL AGREEMENT

THIS industrial agreement, made pursuant to the provisions of the Industrial Conciliation and Arbitration Act, 1925, this 5th day of October, 1945, between the Dunedin City Corporation (hereinafter referred to as the "employer"), of the one part, and the Otago Road Transport and Motor and Horse Drivers and their Assistants' Industrial Union of Workers (hereinafter referred to as the "workers"), of the other part, witnesseth that it is hereby mutually agreed between the employer and the workers as follows:—

PART I

Application

1. This agreement shall apply to drivers employed by the Electricity Department of the Dunedin City Corporation.

Hours of Work

2. The maximum number of hours of work (exclusive of overtime) to be worked by any worker bound by this Part of the agreement shall be forty (40) per week, to be worked on five days of eight hours each from Monday to Friday inclusive, and shall be made to fall within the hours from 7.0 a.m. to 5.0 p.m., and shall be defined as "ordinary time."

Overtime

3. (a) The following shall constitute overtime:—

- (1) All time worked in excess of eight hours per day within the clock-hour period from 7.0 a.m. to 5.0 p.m. from Monday to Friday inclusive; and
- (2) All time worked outside of the clock-hour period 7 a.m. to 5.0 p.m. Monday to Friday inclusive, and all work performed on Saturday and Sunday.

(b) Except as specially provided for in clause 3 (c) and 3 (d) hereof, payment for overtime shall be made at the rate of time and a half for the first three hours overtime worked in any continuous period and at double time rate for overtime worked continuously thereafter: Provided that overtime rates for work extending into the period 7.0 a.m. to 5.0 p.m. next day shall cease at the normal time for commencing work on such day if the day is a working-day for the worker concerned.

(c) Work performed on Sunday shall be paid for at double ordinary time rates.

(d) Any worker, having performed his ordinary day's work, and having continued to work overtime at the rates provided herein until the ordinary time for commencing work next day, and being then required by the employer to continue working, shall be paid double time rates as long as he works continuously thereafter.

(e) Drivers called back to work from their homes after having completed their full day's work shall be paid for the time occupied by them in travelling from and returning to their homes calculated on the basis of three miles per hour, with a minimum of two hours' pay at ordinary time rates. Should a worker receive notification prior to his ceasing his ordinary day's work of his being required to work overtime, he shall in such case be entitled to overtime rates for the time he actually works, with a minimum of two hours.

(f) The employer shall allow meal-money at the rate of two shillings (2s.) per meal when workers are required to work after 5.30 p.m., provided that workers cannot reasonably get home for their meals. No worker shall be required to work more than five hours without a meal.

(g) For the purpose of this agreement time and a half rates shall mean ordinary time rates in addition to half ordinary time rates, and double time rates shall be double ordinary time rates; but for the purpose of assessing the total hours worked weekly, in terms of clause 2 hereof, the employer may, at his option, reckon the whole or part of any actual hours overtime worked and paid for as such as part of the weekly total of forty hours referred to in clause 2.

Holidays

4. (a) The following shall be the recognized holidays: New Year's Day, the day following New Year's Day, Anniversary Day or day in lieu thereof, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Anzac Day, Christmas Day, and Boxing Day. For all time worked on any of the aforementioned days during ordinary working-hours by workers entitled to the holiday shall be paid for at ordinary time rates in addition to the pay for the day as a holiday, and beyond normal working-hours at one and a half times ordinary time rates for the first three hours, and thereafter at double ordinary time rates until the ordinary time for commencing work next day if such day is a working-day for the workers concerned.

(b) Workers shall be entitled to ordinary time rates in respect of the holidays mentioned in subclause (a) hereof.

(c) In addition to the aforementioned holidays, such drivers shall be entitled to an annual leave of ten (10) clear working-days on full pay for each twelve months' service with the same employer; an employee with less than twelve months' service shall be granted a proportionate annual holiday on full pay.

(d) Should any of the holidays mentioned in subclause (a) hereof fall on a Saturday and/or a Sunday, it shall be observed on the next succeeding working day or days.

Wages

5. The minimum "ordinary time" rate of wages for workers coming within the scope of Part II of this agreement shall be as follows:—

	£	s.	d.
Truck not exceeding 2 tons carrying capacity	5	13	4
Truck over 2 tons and not exceeding 3 tons carrying capacity	5	16	8
Truck over three tons carrying capacity	6	0	0

Definition of a Driver

6. This agreement shall apply to every employee of the age of eighteen years and upwards whose principal duty consists of driving a horse or motor-vehicle or performing stablemen's duties and who is so occupied for 50 per cent. or more of his time in any one week: Provided that if a worker is employed at driving for less than 50 per cent. of his time in any one week he shall be paid for any driving work performed at least the driver's rate of wages for the particular vehicle he may operate.

Country Work

7. (a) "Country work" means work performed by a worker at a distance which necessitates his lodging elsewhere than at his usual place of residence.

(b) A worker employed on country work shall be conveyed by his employer to and from such work free of charge, or his travelling-expenses going to and returning from such work shall be paid by his employer.

(c) The employer shall provide every worker employed on country work with suitable accommodation while so employed at the rate of 7s. per working-day or part thereof.

(d) Once in each fortnight the employer shall provide a truck to return men employed on country work to the city for the week-end on Friday and again to take them back to the country work on the following Monday: Provided that time lost on such Fridays and Mondays shall be made up by the men during the week.

(e) Time occupied in travelling shall be paid for at ordinary time rates; but no worker shall be paid more than an ordinary day's pay for any day occupied by him in travelling, even though the hours occupied may exceed eight hours, unless he is on the same day occupied in working for his employer.

(f) Notwithstanding anything contained in clause 2 hereof, the employer may agree with a worker employed on country work that such worker shall work at ordinary rates in excess of the hours mentioned in clause 2 hereof on any day except Saturday and/or Sunday.

Waterproof Coats

8. Waterproof coats shall be supplied to drivers free of charge for use while at work only.

PART II.—GENERAL

Accommodation

9. The employing parties to this agreement shall provide at each depot suitable accommodation to the satisfaction of the Inspector of Awards to enable workers to change their clothes and have their meals. Facilities for drying wet clothes and for personal ablution shall be provided at each main depot.

Union's Representative

10. For the purpose of securing the efficient operation of this agreement in accordance with section 19 of the Industrial Conciliation and Arbitration Amendment Act, 1936, the union's representatives shall be allowed full access to all jobs covered by this agreement in order to interview any worker, but not so as to interfere unreasonably with the employer's business.

Increase in Rates of Remuneration

11. The two general orders made under the Rates of Wages Emergency Regulations 1940, dated 9th August, 1940, and 31st March, 1942, respectively, shall be deemed to be incorporated in this agreement and shall have effect according to their tenor.

Payment of Wages and Terms of Engagement

12. Wages shall be paid not later than Thursday in alternate weeks and shall be paid in the employer's time. If any worker is required to go to the employer's office to receive his wages, he shall do so in the employer's time. In the case of employees other than casual hands, a week's notice of resignation or dismissal shall be given by the employer or the worker. Casual employees shall receive and give one hour's notice.

Deduction Clause

13. Employers shall be entitled to make a rateable deduction from the weekly wages provided for herein for time lost by the workers in default or through sickness or accident. For the purpose of computing payments for broken time, the weekly rates herein specified shall be divided by the weekly hours specified in each case.

Duties of Drivers

14. It shall be part of the ordinary duty of a driver to assist, when required, in the loading or unloading of his employer's vehicle. An employer may employ a driver on work outside his ordinary duties as such, but in such cases he shall be paid not less than the agreement or the hourly rate of pay for such, and not less in any case than his ordinary rate of pay as a driver.

Accidents

15. A suitable first-aid outfit shall be provided and maintained by the employer in all garages.

Preference Clause

16. (a) It shall not be lawful for any employer bound by this agreement to employ or continue in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this agreement: Provided, further, that any non-unionist may be continued in a position or employment by an employer bound by this agreement during any time while there is no member of the union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purpose of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person for the time being in receipt of not less than the minimum rates of wages prescribed by this agreement for workers of the age of twenty-one years or upwards, shall be deemed to be an adult.

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

Scope of Agreement

17. This agreement shall apply to all drivers of horse and motor vehicles employed by the Dunedin City Corporation Electricity Department, subject to the definitions and exceptions set out herein, but shall not include the drivers of steam-operated plant, petrol-, Diesel-, and electrically-driven excavating-machines of the crane type in which the operation is not dependent on the tractive effort of the machine.

Term of Agreement

18. This agreement shall be for two years.

Signed on behalf of the Dunedin City Corporation—

R. A. JOHNSTON, Town Clerk.

Municipal Chambers, Dunedin C. 1.

Signed on behalf of the Otago Road Transport and Motor and Horse Drivers and their Assistants' Industrial Union of Workers by its authorized agent—

[L.S.]

H. BROWN, Secretary.

95 Rattray Street, Dunedin C. 1.
