

PETONE BOROUGH COUNCIL **DRIVERS.**—INDUSTRIAL
AGREEMENT

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the agreement made on the 1st day of October, 1945, between the Mayor, Councillors, and Burgesses of the Borough of Petone and the Wellington 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 1st day of October, 1945, between the Mayor, Councillors, and Burgesses of the Borough of Petone, of the one part, and the Wellington 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 26th day of March, 1946.

[L.S.]

A. TYNDALL, Judge.

PETONE BOROUGH COUNCIL DRIVERS.—INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 1st day of October, 1945, between the Mayor, Councillors, 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.

SCHEDULE

Hours of Work

1. (a) The ordinary hours of work for the 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 nightsoil.

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 | 11 | 8 |
| (ii) Motor-vehicle drivers | 5 | 15 | 0 |
| (iii) Tractor-drivers | 5 | 15 | 0 |

(b) Drivers engaged cleaning pits or whose work brings them in contact with tarred ingredients shall receive an extra payment of 1s. 6d. per day while so employed. Drivers engaged in refuse collection shall receive 1s. 6d. per day extra while so employed. Drivers employed working on hot plates receive the minimum of 2s. 6d. per day extra. Drivers engaged on operating Triplex mowers shall receive 1s. 6d. per day extra. Drivers engaged on any of the work mentioned in this subclause shall be allowed fifteen minutes per day as 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 nightsoil shall be paid for the time so occupied at the rate of double time.

(d) Drivers engaged on refuse collection while in charge of two or more men shall be paid 1s. 6d. per day extra.

(e) No deductions shall be made from such weekly wage for any cause save for the 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 3s. 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 Friday in each week, and shall be paid in the employer's time.

Meal-money

8. The Corporation shall allow meal-money at the rate of 2s. per meal when workers are called upon to work overtime after 6 p.m. in cases where such workers cannot reasonably get home to their meals and return within the hour.

Terms of Engagement

9. (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

10. Drivers engaged in refuse collection, nightsoil carting, or whose work brings them in contact with tar ingredients, lime, or artificial manure, shall be supplied by the Corporation with overalls, oil coats, and oilskin trousers shall be supplied to horse-drivers.

Accommodation

11. 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 accommodation is kept in a clean and habitable condition.

Disputes Committee

12. 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 disputes 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

13. 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

14. 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

15. This agreement, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of October, 1945; 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 1st day of October, 1946.

Increase in Rates of Remuneration

16. All rates of remuneration, including time wages and overtime and any other special payments, provided for in this agreement shall be increased to the extent and in the manner prescribed by the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively.

Exemption

17. 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.]

HAROLD GREEN, 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.]

CHARLES JANE, President.
T. MAGEE, Secretary.