

CHRISTCHURCH CITY CORPORATION **DRIVERS**—INDUSTRIAL  
AGREEMENT

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement made on the 26th day of October, 1948, between the Mayor, Councillors, and Citizens of the City of Christchurch and the Canterbury 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 26th day of October, 1948, between the Mayor, Councillors, and Citizens of the City of Christchurch, of the one part, and the Canterbury 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 25th day of November, 1948.

[L.S.]

A. TYNDALL, Judge.

CHRISTCHURCH CITY CORPORATION DRIVERS.—INDUSTRIAL  
AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 26th day of October, 1948, 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 Road Transport and Motor and Horse Drivers' and their Assistants' 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 situated 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 and implements employed by the Corporation.

1. *Hours of Work*

(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. 6d. per hour extra, such payment to be made in addition to the ordinary weekly wage; provided, also that men employed as stable attendants in the various yards may be required to commence a day's work at 6 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 (b) to be counted as overtime and paid for as provided in clause 6.

(e) 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 for in clause 6.

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

(g) 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 initialed.

2. Wages		Per Week.		
		£	s.	d.
(a)	For those driving and attending one horse ..	6	19	0
	For those driving and attending two horses ..	7	3	2
	Motor-vehicle drivers .. ..	7	1	1
	Nightsoil drivers .. ..	8	3	6
	Halswell Quarry truck-drivers ..	7	8	11
	Tractor-drivers .. ..	7	1	1
	Tractor-scoop drivers .. ..	7	9	10
	Tractor-grader and trench-digger drivers ..	7	12	1
	Big concrete-mixer drivers .. ..	7	8	11
	Driver of sump-cleaner (flat rate— <i>i.e.</i> , no dirt-money) .. ..	7	14	7
	Stableman and night-watchman .. ..	7	1	7
	Stable attendants .. ..	7	1	7
	Bull-dozer, mechanical shovel, or excavator drivers .. ..	7	14	0
	Mechanical footpath broom drivers ..	7	1	11
	Men greasing and servicing trucks and implements .. ..	7	8	11
	Diesel roller drivers—			
	Small .. ..	7	1	1
	Large .. ..	7	9	10

(b) Driver of tractor when hauling bitumen or tar-sprayer shall receive 4s. per day while so engaged, and the driver of tractor or horse-drawn sweeper when tar-sealing or dry-sweeping is to receive 3s. per day extra while so engaged.

(c) In addition to the wages prescribed in clause 2 (a), 1s. 3d. per day, with a maximum of 6s. 3d. per week, shall be given as dirt-money for drivers engaged in the following work: tar, asphalt, and hot-mix carting, clinker-carting, tins, household general, and special-order rubbish carting, sump carting, grit-carting and spreading on tar, burnt firewood, and flour carting, flour and footpath grit-carting for quarry drivers.

Where drivers are employed on sump-cleaning without assistance 2s. per day to be paid. Sump-cleaner drivers to be provided with overalls and gloves.

Driver of fish-refuse cart to be paid 3s. per day extra and an assistant to be provided, and they be provided with gloves and overalls.

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

(e) Drivers employed on hay-mowers mowing sides of roads or river-banks shall be paid 1s. 3d. per day extra.

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

(g) *Saturday Morning Work.*—Drivers required to work on Saturday mornings shall work according to roster, and the work to be divided as evenly as possible and shall be paid at time and a half rates, with a minimum of four hours work. Double time to be paid after four hours.

(h) *Men Greasing and Servicing Trucks and Implements.*—The hours of men greasing and servicing trucks and implements shall be thirty-six per week, and shall be regulated to suit the requirements of the Council, but so that they shall fall between the hours of 9 a.m. and 7 p.m. on five days of the week, Monday to Friday inclusive.

(i) *Footpath Sweeper.*—The hours of work for men employed at night on the footpath sweeper shall be thirty-six per week on five days of the week, Monday to Friday inclusive. Overalls to be provided and operators to receive dirt money.

### 3. *Wages and Conditions for Drivers of Mechanical Road Sweepers*

The hours of work for drivers of mechanical road sweepers 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, oilskins, and overalls to be provided for in accordance with clause 8.

Wages to be £8 6s. 7d. per week. Holidays as provided for in clause 5.

### 4. *Meals*

Ordinarily one full hour shall be allowed daily for dinner between the hours of 11.45 a.m. and 1.30 p.m., but this may be altered by arrangement to suit special cases.

### 5. *Holidays*

(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, Christmas

Day and Boxing Day. When any of the above holidays fall on a Saturday or Sunday the following Monday or Tuesday to be observed, or both.

Nightsoil driver to receive ten 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 twelve working days 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 two month's service he shall receive holidays in proportion to his length of service or the equivalent in pay.

(d) For the work done on Sundays, Anzac Day, and the holidays named in subclause (a) hereof drivers shall be paid at the rate of double time. The above payments to be in addition to the ordinary weekly wages, with a minimum payment for three hours work.

#### 6. *Overtime*

Overtime for all workers under this agreement 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 5s. per hour.

#### 7. *Payment of Wages*

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

#### 8. *Leggings, Oilskins, and Overalls*

Oilskin leggings and oilskins shall be provided to all drivers when required, also overalls for nightsoil drivers, night broom-drivers, sump-cart drivers, drivers rodding drains and sewers, drivers of grass-mowers, Diesel roller, mechanical shovels and excavators, bulldozers, concrete-mixers, tractor and grader, tar-cart drivers and hot-mix men greasing and servicing trucks, compressor attendants, drivers handling hot-mix, Colfix, and men handling acids, weedkiller or other similar materials which owing to their nature are injurious to clothes; and aprons and gloves for household and general-refuse drivers, gloves and clogs for workers at controlled tips.

Where drivers of rubbish-trucks are required to assist in loading overalls to be supplied.

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

#### 9. *Term of Engagement*

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.

#### 10. *Stable Attendants*

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

#### 11. *Stableman and Night-watchman*

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 three weeks annual holiday on full pay.

#### 12. *"Smoke-oh"*

An interval of ten minutes shall be allowed during the morning and afternoon for "smoke-oh."

#### 13. *Sanitary and Other Conveniences*

The Council shall provide accommodation in each yard to enable workers to change their clothes and take their meals and shall provide sanitary accommodation for the workers. Washing basins shall also be provided. These conditions shall also apply to the quarry and to the controlled tips, with the addition at the tips of hot and cold water and basins for washing.

#### 14. *Travelling Allowance*

Where drivers are required to travel to suburban work (outside the old city boundary) their time each way at ordinary rates and all tram fares to be paid by the Council.

#### 15. *Bicycle Allowance*

Where drivers are required to use their bicycles in connection with their work one and a half miles from the yard in which they are usually employed they shall receive an allowance of 2d. per mile.

#### 16. *Preference*

Preference of employment shall be given to members of the Canterbury Road Transport and Motor and Horse Drivers' and their Assistants' Industrial Union of Workers.

#### 17. *Scope of Agreement*

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

#### 18. *Term of Agreement*

This agreement in so far as it relates to wages shall be deemed to have come into force on the 1st day of October, 1948, and so far as all the other conditions of this agreement are concerned it shall come into force on the day of the date hereof and this agreement shall remain in force until the 1st day of October, 1949.

In witness whereof the parties have executed the presents.

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

[L.S.]

ERNEST H. ANDREWS, Mayor.  
H. S. FEAST, Town Clerk.

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

[L.S.]

H. H. McCaw, President.  
E. Purcell, Secretary.