

AUCKLAND CITY COUNCIL DRIVERS—INDUSTRIAL  
AGREEMENT

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Economic Stabilization Emergency Regulations, 1942; and in the matter of the industrial agreement made on the 24th day of February, 1949, between the Auckland City Council and the Northern (Except Gisborne) 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 24th day of February, 1949, between the Auckland City Council, of the one part, and the Northern (Except Gisborne) 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 28th day of March, 1949.

[L.S.]

A. TYNDALL, Judge.

AUCKLAND CITY COUNCIL DRIVERS—INDUSTRIAL AGREEMENT

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1925, this 24th day of February 1949 between the Auckland City Council and the Northern (Except Gisborne) Road Transport and Motor and Horse Drivers and Their Assistants Industrial Union of Workers.

SCHEDULE

*Application of Agreement*

1 This agreement shall apply to the drivers and drivers' assistants employed by the Auckland City Council, and to any other parties who may be added hereto by agreement.

*Hours of Work*

2. (a) Unless otherwise specified, the working time per week shall not exceed forty hours, of which not more than eight hours shall be worked on each of five days of the week, Monday to Friday, both days inclusive: Provided that any employee may work in addition four hours per week at ordinary rates of pay on stable work or washing and attendance to motor vehicles and travelling to and from job.

(b) Any work, other than attendance to horses or motor vehicles, except where otherwise provided, performed before 7 a.m. or after 5 p.m. shall be paid for at overtime rates as hereinafter specified, whether or not the weekly limit shall have been exceeded.

(c) One hour shall be allotted for dinner daily for all motor and horse drivers, but this time may be curtailed by mutual agreement between the union or its representatives and the Council or its representatives.

(d) Men required on work such as street-cleaning, scavenging, collection and disposal of refuse, carting clipper, motor sweeping-machine may work such hours without payment of overtime as are deemed necessary for essential services to be efficiently carried out, provided that they do not work more than eight hours in any one day or more than forty hours in any one week between the hours of 7 a.m. and 5 p.m., Monday to Friday inclusive.

(e) Stablemen employed under this agreement may work such hours without payment of overtime on any day of the week, provided that they do not work more than eight hours on any one day or more than forty hours in any one week; provided, further, that 1s. 6d. extra per shift shall be paid for night shifts.

*Shift Work*

3. Drivers employed on street-sweeping machines may work shifts. Each shift shall not exceed eight hours, inclusive of one half-hour for meals, and five shifts worked between Mondays to Fridays inclusive shall constitute a week's work. Any shift starting between 3 p.m. and 6 a.m. is either an afternoon or night shift and workers employed on these shifts shall be paid 3s. per shift in addition to their ordinary rate of pay. This clause shall apply only where shifts are worked on three or more consecutive working days.

*Time-book*

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

<i>Wages</i>		Per Week.
		£ s. d.
5. (a) For those driving and attending one horse		6 15 10
For those driving and attending motor vehicles with a combined weight of vehicle and a maximum load not exceeding 2 tons .. .. .		7 0 5
For those driving and attending motor vehicles with a combined weight of vehicle and a maximum load exceeding 2 tons but not exceeding 4 tons ..		7 3 0
For those driving and attending motor vehicles with a combined weight of vehicle and a maximum load exceeding 4 tons but not exceeding 5½ tons ..		7 5 8
For those driving and attending motor vehicles with a combined weight of vehicle and a maximum load exceeding 5½ tons but not exceeding 10 tons ..		7 9 10
For those driving and attending motor vehicles with a combined weight of vehicle and a maximum load exceeding 10 tons .. .. .		7 13 0
Drivers of refuse collection vehicles and clinker trucks .. .. .		7 16 6
Drivers of motor mowing machines ..		7 3 0
Drivers of motor-rollers under 2 tons ..		7 3 0
Drivers of motor-rollers over 2 tons according to the above weight scale.		
Drivers of motor-sweeper and gully emptiers .. .. .		7 9 10
Drivers of tractors, bulldozers, mechanical excavators, graders, and road-rollers (other than steam-rollers), used in conjunction with machines or implements while engaged in roadmaking or general construction or formation work ..		7 13 0
Drivers of tractors (not otherwise specified) used in conjunction with trailers		7 5 8
Stablemen at city stables .. .. .		6 18 7

(b) Drivers in charge of outside stables who attend to horses shall be paid £1 5s. per week, such payment to be in addition to their ordinary weekly wage.

(c) Drivers whose work brings them in contact with free tar or bitumen shall receive an extra payment of 1d. per hour while so engaged.

(d) Drivers engaged part time on loading and collecting refuse shall receive 2d. per hour extra while so employed.

(e) Drivers engaged part time carting clinker shall be paid 2d. per hour extra.

(f) The ordinary hourly rate of wages shall be computed by dividing the weekly wage by the number of hours constituting the ordinary week's work.

(g) Horse-drivers shall be paid 2d. per hour extra when operating mowing-machines.

#### *Deductions*

6. The employer may make a rateable deduction from the weekly wage for any time lost by the worker through sickness, accident or default of the worker.

#### *Holidays*

7. (a) The recognized holidays shall be New Year's Day, 2nd January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, and Boxing Day, and no deductions from wages shall be made in respect of such holidays: Provided that casual hands shall not be entitled to any pay for any of such holidays until after one month's service. Should any of the above holidays, except Anzac Day, fall on a Sunday, the following day shall be observed.

(b) All work performed on Sundays or any of the holidays mentioned in subclause (a) shall be paid for at double the ordinary rate.

(c) Drivers called back to work on any of the above holidays or on Saturdays or Sundays shall be paid a minimum of two hours at the appropriate rate.

#### *Annual Holidays*

8. Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act, 1944, and amendments.

#### *Overtime*

9. Except where otherwise provided, all time worked beyond eight hours in any one day shall be considered overtime and shall be paid at the following rates: time and a half for the first four hours and thereafter double time.

*Casual Drivers*

10. (a) Casual drivers may be employed and shall be paid 15 per cent. higher rate than the permanent driver: Provided that this clause shall not apply to regular employees temporarily engaged in driving; and provided, further, that if the rate of wages for drivers is higher than that for such other employment, such drivers shall be paid the difference between that paid for their ordinary employment and the rate of pay as drivers, calculated on an hourly basis.

(b) A worker shall be deemed to be a casual driver who is not employed for five consecutive working-days.

*Payment of Wages*

11. Except in approved cases, wages shall be paid in full, weekly, in cash, and on Thursday during working-hours. Wage calculations shall be based on the calendar week ending midnight Saturday.

*Dirty Work*

12. (a) Where the conditions of work are more injurious to health or clothing than those conditions in which the worker is usually engaged upon, then the worker so employed shall be paid 3d. per hour extra for the time he is actually engaged at such work, with a minimum payment of 1s. per day.

(b) What is to be determined as dirty work shall be a matter of mutual agreement between the employer and the worker or a representative of the union, and should they be unable to agree, the matter shall be referred to the local Inspector of Awards, whose decision shall be final; but such reference shall not involve the stoppage of work.

(c) This clause shall not apply where a special rate of wages has been provided for special classes of work.

(d) Bulldozer, grader and tractor loader drivers at refuse tip shall be paid 2d. per hour extra.

*Travelling-time*

13. (a) In the event of a driver being required to park or garage his vehicle or implement at a place other than the particular yard or depot to which he is attached at a greater distance than two miles from the employer's depot, or at the corner of Symonds Street and Khyber Pass Road, or the corner of Karangahape Road and Ponsonby Road, or any other point which may be mutually agreed upon, the employer may do one of the following things:—

(i) Provide means of transport to and from such vehicle or implement once in each day.

- (ii) The worker shall proceed or be conveyed to and from such place at the expense of the employer (as the employer shall determine).

Further, time reasonably occupied by the worker in travelling or time occupied in conveying the worker to and from such place beyond the two miles mentioned above or the worker's home, whichever is the less, shall be allowed and paid for by the employer.

(b) The driver shall be at the place where the work is to be performed at the time for commencement of work.

(c) Any driver who is substantially employed in any one locality or any driver residing less than two miles from the place where the work is to be performed shall not be entitled to the allowances mentioned in this clause.

(d) Should any driver be engaged at one depot and then transferred to another (other than the Victoria Street Depot), the allowances mentioned in this clause shall be paid until he has been at the new depot for eight weeks: Provided that if the driver is transferred back to the original depot before the expiry of eight weeks the allowances shall cease forthwith.

#### *Morning Break*

14. A morning break of not more than ten minutes shall be allowed.

#### *Term of Engagement*

15. In the case of workers other than casual hands, a week's notice of dismissal or resignation shall be given by the employer or the worker; but this shall not prevent any employer from dismissing any worker for any good cause. This shall not prevent the employment of a driver in any one week at other than his usual work without terminating his engagement as a driver.

#### *Definition of a Driver*

16. This agreement shall apply to every employee whose principal duty consists of driving a horse or motor-vehicle and who is so occupied for 50 per cent. or more of his time in any one week, but shall not apply to Inspectors, foremen, gangers, chauffeurs and Waterworks service men.

#### *Driver's Duties*

17. It shall be part of the ordinary duty of a driver to assist in loading and unloading the employer's vehicle.

The Council may employ a worker who is substantially engaged as 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 at such work: Provided that he shall not be paid less than the driver's rate of pay.

The provisions of this clause are subject to the terms of clause 15 above.

#### *Workers to be Members of Union*

18. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this agreement to employ or to continue to employ 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.

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

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union commits a breach of this agreement, and shall be liable accordingly.

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

#### *Disputes*

19. The essence of this agreement being that the work of the employers 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, if required by either party, 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.

*Term of Agreement*

20. In so far as wages are concerned, this agreement shall come into force on the 15th day of November, 1948, and in so far as the other conditions are concerned, they shall operate from the date on which the Court appends its signature, and shall remain in force for twelve months from that date.

Signed on behalf of the Auckland City Council—

J. A. C. ALLUM, Mayor.  
LEONARD J. COAKLEY, Councillor.  
H. E. G. MATTHEWS, Councillor.  
T. W. M. ASHBY, Town Clerk.

[L.S.]

Signed and sealed at Auckland this 24th day of February, nineteen hundred and forty nine:

Signed on behalf of the Northern (Except Gisborne) Road Transport and Motor and Horse Drivers and Their Assistants Industrial Union of Workers—

[L.S.]

E. TAYLOR, President.  
L. G. MATTHEWS, Secretary.

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**AUCKLAND CITY COUNCIL DRIVERS—AMENDMENT OF INDUSTRIAL AGREEMENT**

In the Court of Arbitration of New Zealand.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and the Economic Stabilization Emergency Regulations 1942; and in the matter of the Auckland City Council Drivers' industrial agreement, made on the 24th day of February, 1949, and recorded in 49 Book of Awards 417.

IN pursuance and exercise of the powers vested in it by the Economic Stabilization Emergency Regulations 1942, and of every other power in that behalf thereunto enabling it, this Court, for the purpose of giving effect to the pronouncement made by it on the 12th day of April, 1949, doth hereby order as follows:—

1. That the said industrial agreement shall be amended by deleting subclause (a) of clause 5 (Wages) and substituting therefor the following subclause:—

	Per Week.		
	£	s.	d.
“(a) For those driving and attending one horse	7	4	2
“ For those driving and attending motor vehicles with a combined weight of vehicle and maximum load not exceeding 2 tons	7	8	9
“ For those driving and attending motor vehicles with a combined weight of vehicle and a maximum load exceeding 2 tons but not exceeding 4 tons	7	11	4
“ For those driving and attending motor vehicles with a combined weight of vehicle and a maximum load exceeding 4 tons but not exceeding 5½ tons	7	14	0
“ For those driving and attending motor vehicles with a combined weight of vehicle and a maximum load exceeding 5½ tons but not exceeding 10 tons	7	18	2
“ For those driving and attending motor vehicles with a combined weight of vehicle and a maximum load exceeding 10 tons	8	1	4
“ Drivers of refuse collection vehicles and clinker trucks	8	4	10
“ Drivers of motor mowing machines	7	11	4
“ Drivers of motor-rollers under 2 tons	7	11	4
“ Drivers of motor-rollers over 2 tons according to the above weight scale.			
“ Drivers of motor-sweeper and gully emptiers	7	18	2

“ Drivers of tractors, bulldozers, mechanical excavators, graders, and road-rollers (other than steam-rollers), used in conjunction with machines or implements while engaged in road-making or general construction or formation work .. .. .	Per Week. £ . s. d. 8 1 4
“ Drivers of tractors (not otherwise specified) used in conjunction with trailers .. .. .	7 14 0
“ Stablemen at city stables .. .. .	7 6 11 ”

2. That this order shall come into force on the 1st day of June, 1949.

Dated this 7th day of May, 1949.

[L.S.]

A. TYNDALL, Judge.

AUCKLAND CITY COUNCIL **DRIVERS**—AMENDMENT OF  
INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments ; and in the matter of the Economic Stabilization Emergency Regulations 1942 ; and in the matter of the Auckland City Council Drivers' industrial agreement, made on the 24th day of February, 1949, and recorded in 49 Book of Awards 417.

IN pursuance and exercise of the powers vested in it by Regulation 39A of the Economic Stabilization Emergency Regulations 1942 ; and upon application made in that behalf by the parties to the Auckland City Council Drivers' industrial agreement, made on the 24th day of February, 1949, and recorded in 49 Book of Awards 417 : This Court doth hereby order as follows :—

1. That the said industrial agreement (as amended by order of the Court dated the 7th day of May, 1949) shall be further amended by deleting subclause (a) of clause 5 (Wages) and substituting therefor the following subclause :—

	Per Week.
	£ s. d.
“(a) For those driving and attending one horse ..	7 7 6
“ For those driving and attending motor vehicles with a combined weight of vehicle and a maximum load not exceeding 2 tons ..	7 12 1
“ For those driving and attending motor vehicles with a combined weight of vehicle and a maximum load exceeding 2 tons but not exceeding 4 tons .. .. .	7 14 8
“ For those driving and attending motor vehicles with a combined weight of vehicle and a maximum load exceeding 4 tons but not exceeding 5½ tons .. .. .	7 17 4
“ For those driving and attending motor vehicles with a combined weight of vehicle and a maximum load exceeding 5½ tons but not exceeding 10 tons .. .. .	8 1 6
“ For those driving and attending motor vehicles with a combined weight of vehicle and a maximum load exceeding 10 tons .. ..	8 4 8
“ Drivers of refuse collection vehicles and clinker trucks .. .. .	8 8 2
“ Drivers of motor mowing machines .. .. .	7 14 8
“ Drivers of motor-rollers under 2 tons .. .. .	7 14 8
“ Drivers of motor-rollers over 2 tons according to the above weight scale.	
“ Drivers of motor-sweeper and gully emptiers ..	8 1 6
“ Drivers of tractors, bulldozers, mechanical excavators, graders, and road-rollers (other than steam-rollers), used in conjunction with machines or implements while engaged in road-making or general construction or formation work .. .. .	8 4 8
“ Drivers of tractors (not otherwise specified) used in conjunction with trailers .. .. .	7 17 4
“ Stablemen at city stables .. .. .	7 10 3”

2. That this order shall be deemed to have come into force on the 1st day of June, 1949.

Dated this 24th day of November, 1949.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

This amendment gives effect to an agreement of the representatives of the parties.

A. TYNDALL, Judge.