

DUNEDIN CITY CORPORATION **ELECTRICITY DEPARTMENT (WAIPORI FALLS) DRIVERS—**
INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Dunedin]

THIS industrial agreement made pursuant to the provisions of the Industrial Conciliation and Arbitration Act 1925, this 14th day of June 1954, 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 :

Application

1. This agreement shall apply to all drivers employed at Waipori Falls 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 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 a.m. to 5 p.m. and shall be defined as "ordinary time".

Wages

3. (a) The minimum ordinary time rates of wages for workers coming within the scope of this agreement shall be the same as the rates prescribed for drivers of vehicles of the same classifications in subclause (a), (1) to (4) inclusive, of clause 3 (Rates of Wages) of the Dunedin Local Bodies' Motor Drivers Industrial Agreement in force for the time being, or any amendment thereof.

(b) Drivers of crawler type tractors without blades shall be paid at the rate prescribed for Class III drivers as set out in subclause (a) (3) of clause 3 of the said Dunedin Local Bodies' Motor Drivers Industrial Agreement.

(c) In order that the rate of pay for ordinary time shall be a fixed sum per week, there shall be payable to each driver in addition to the minimum ordinary time rates provided for in subclauses (a) and (b) of this clause the sum of seven shillings and sixpence (7s. 6d.) per week, such payment to be in lieu of a remote allowance, gum-boot allowance and all other allowances or special or additional payment not specifically provided for in clauses 5 (f) and 8 (c) of this agreement.

Increase in Rates of Remuneration

4. The rates of remuneration determined by this agreement shall be increased to the extent and in the manner prescribed by the General Order of the Court made under the Economic Stabilization Regulations 1953, and dated the 19th day of November 1953. The increase operates as from the 15th day of September 1953.

(EXPLANATORY NOTE.—The General Order of the 19th November 1953 increased rates of remuneration determined by awards and industrial agreements by an amount equal to 10 per cent thereof, but excluded from the scope of the increase was—

- (1) Such portion of the remuneration of each worker in each week as exceeded the amount of £12 in the case of adult male workers, the amount of £9 in the case of adult female workers, and the amount of £7 in the case of male and female workers under the age of 21 years, and
- (2) All allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

The term "remuneration" means salary or wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commissions, and any other emolument, whether in one sum or several sums, and also includes travelling expenses.)

Overtime

5. (a) The following shall constitute overtime—

- (1) All time worked in excess of eight hours per day within the clock-hour period from 7 a.m. to 5 p.m. from Monday to Friday inclusive; and
- (2) All time worked outside of the clock-hour period 7 a.m. to 5 p.m. Monday to Friday inclusive, and all work performed on Saturday and Sunday.

(b) Except as specially provided for in subclauses (c) and (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 a.m. to 5 p.m. next 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 overtime rates for the time actually worked with a minimum of two hours.

(f) The employer shall allow meal-money at the rate of four shillings (4s. 0d.) 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 part of the weekly total of forty hours referred to in clause 2.

Holidays

6. (a) The following shall be 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, 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 time 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, workers shall be entitled in accordance with the Annual Holidays Act 1944, to an annual leave of ten (10) clear working-days on full pay for each twelve months' service with the employer ; an employee with less than twelve months' service shall be granted a proportionate annual holiday on full pay. In the month of November each year the employer shall conduct a ballot to determine the order in which the employees covered by this agreement shall take their annual holidays.

(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.

(e) Each party to this agreement shall give thirty (30) days' notice of the date on which annual leave shall commence.

Definition of a Driver

7. This agreement shall apply to every employee of the age of eighteen years and upwards whose principal duty consists of driving a motor-vehicle.

Country Work

8. (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 nine shillings and ninepence (9s. 9d.) 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 Waipori Falls 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

9. Water-proof coats and overalls shall be supplied to drivers free of charge for use while at work only, and shall be returned to the employer at the time of application for replacement.

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.

Payment of Wages and Terms of Engagement

11. 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

12. The employer 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

13. (a) 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. The employer may employ a driver on any work outside his ordinary duties as a driver, but in such cases, the employee shall be paid not less than his ordinary rate of pay as a driver.

(b) Any person who is employed for part of his time as a driver shall be paid drivers wages for the whole of any week in which he does any driving work.

Accidents

14. A suitable first-aid outfit shall be provided and maintained by the employer in all garages, and in all trucks, graders, loaders and tractors.

Preference Clause

15. (a) It shall not be lawful for the employer 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 of employment by the employer 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 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

16. 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

17. This agreement shall be deemed to have come into force on the 22nd day of August 1953, and shall continue in force until the 22nd day of August 1955.

Signed on behalf of the Dunedin City Corporation—

J. C. LUCAS, Town Clerk.

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

H. BROWN, Secretary.