

AUCKLAND CITY COUNCIL **MOTOR DRIVERS AND THEIR ASSISTANTS—**  
**INDUSTRIAL AGREEMENT**

*[Filed in the Office of the Clerk of Awards, Auckland]*

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 31st day of August 1956 between the Auckland City Council (hereinafter called “the council” or “the employer”) of the one part and the Northern (Except Gisborne) Road Transport and Motor and Horse Drivers and Their Assistants Industrial Union of Workers (hereinafter called “the union”) of the other part, whereby it is mutually agreed by and between the said parties as set out in the following Schedule:

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SCHEDULE

*Application of Agreement*

1. This agreement shall apply to the drivers and drivers' assistants employed by the Auckland City Council.

*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 washing and attendance to motor vehicles from Monday to Friday, both days inclusive.

(b) Any work other than attendance to motor vehicles, except where otherwise provided, performed before 7.30 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 drivers but this time may be curtailed by mutual agreement between the Union or its representatives and the council or its representatives.

*Shift Work*

3. Drivers may work shifts where necessary. 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. 6d. per shift in addition to their ordinary rate of pay.

*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 initialled.

*Wages*

	Per Week
	£ s. d.
5. (a) For those driving and attending motor vehicles with a combined weight of vehicle and a maximum load not exceeding 2 tons .....	10 0 8
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 .....	10 3 7
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 .....	10 6 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 .....	10 11 6
For those driving and attending motor vehicles with a combined weight of vehicle and a maximum load exceeding 10 tons .....	10 15 1
Drivers of refuse collection vehicles, gully emptiers, and clinker trucks .....	10 19 2
Drivers of motor mowing machines .....	10 3 7
Drivers of motor-rollers under 2 tons .....	10 3 7
Drivers of motor-rollers over 2 tons according to the above weight scale.	
Drivers of motor-sweepers and street flushers .....	10 11 6
Drivers of tractors, 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 .....	10 15 1
Drivers of bulldozers, mechanical excavators and graders	11 0 1
Drivers of tractors (not otherwise specified) used in conjunction with trailers .....	10 6 8
(b) Where a driver commences work which brings him in contact with free tar or bitumen, he shall receive an extra payment of 1½d. per hour while so engaged, but if through some unavoidable circumstances such work is stopped during the day, he shall be paid the extra payment for that day.	

- (c) 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.
- (d) A driver specially directed by his employer to take charge of a gang of three or more for one day or more shall be paid 2s. per day extra. This applies where the work concerned is outside the normal duties of a driver.
- (e) In respect of the wages provided in this clause, every employee covered by this agreement shall be entitled to an increase of 1d. per hour after twelve months' continuous service with the council.

#### *Increase in Rates of Remuneration*

6. 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 Stabilisation Regulations 1953 and dated the 28th day of October 1954.

(EXPLANATORY NOTE—The general order of 28 October 1954 increased rates of remuneration determined by awards and industrial agreements by an amount equal to 13 per cent thereof, but excluded from the scope of the increase—

- (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, commission and any other emolument whether in one sum or several sums; and also includes travelling expenses.)

#### *Deductions*

7. 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*

8. (a) The recognised 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 Saturday or a Sunday, the following Monday or Tuesday shall be observed.

(b) All work performed on Sundays or any of the holidays mentioned in sub-clause (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 three hours at the appropriate rate.

#### *Annual Holidays*

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

*Overtime*

10. 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 three hours and thereafter double time.

*Casual Drivers*

11. (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*

12. 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*

13. (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 3½d. per hour extra for the time he is actually engaged at such work, with a minimum payment of 1s. 2d. 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 4½d. per hour extra.

*Travelling Time*

14. (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 any other point which may be mutually agreed upon the worker shall proceed or be conveyed to and from such place at the expense of the employer (as the employer shall determine).

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

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

(d) 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.

(e) 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. Provided, further, that this subclause shall not apply where a worker is transferred at his own request.

For the purpose of this clause all distances shall be measured by the usual and most convenient mode of access for foot passengers.

*Morning Break and Meal-money*

15. (a) A morning break of not more than ten minutes shall be allowed.

(b) Where any worker is called upon to work in excess of two hours after the ordinary time for ceasing work, such worker shall receive 3s. 6d. meal-money, unless he has been notified on the previous day that he would be required to work overtime.

*Term of Engagement*

16. 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 the 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*

17. This agreement shall apply to every employee whose principal duty consists of driving a 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*

18. 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 agreement 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 17 above. Drivers operating their machines in dangerous localities shall have another man in attendance.

*Workers to be Members of Union*

19. (a) Subject to the provisions of subsection (5) of section 174 of the Industrial Conciliation and Arbitration Act 1954, 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 (3) of section 174 of the Industrial Conciliation and Arbitration Act 1954, which gives to workers the right to join the union.)

### *Disputes*

20. 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*

21. This agreement, insofar as it relates to rates of wages, shall be deemed to have come into force on the 24th day of April 1956. So far as all other conditions of this agreement are concerned it shall come into force from the date affixed hereto on the first and last pages of this agreement and shall remain in force for twelve months from such date.

Signed on behalf of the Auckland City Council—

[L.S.]

J. H. LUXFORD, Mayor.

F. J. GWILLIAM, Town Clerk.

Signed and sealed at Auckland this 31st day of August 1956.

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

W. J. KNOX, Acting President.

G. H. ANDERSON, Secretary.