

CHRISTCHURCH CITY COUNCIL **DRIVERS**—INDUSTRIAL AGREEMENT

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, and its amendments this 10th day of November 1958, between the Mayor, Councillors and Citizens of the city of Christchurch, a corporation constituted under the Municipal Corporations Act 1954, 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, as an Industrial Union registered under the Industrial Conciliation and Arbitration Act 1954, 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.

Hours of Work

1. (a) Except where otherwise specified, a week’s work shall be 40 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 7.30 a.m. and 5 p.m., provided that any driver required to work between the hours of 6 a.m. and 7.30 a.m. shall be paid 1s. 10d. 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) *Night-soil Drivers*: The hours for night-soil drivers to be 36 per week to be worked on five nights per week. This shall include all time required for fixing and unfixing tanks, etc. All night-soil vehicles to be provided with weatherproof cabins and adequate lighting.

(e) *Men Greasing and Servicing Trucks and Implements*: The hours of men greasing and servicing trucks and implements shall be 36 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.

(f) *Mechanical Road Sweeper*: The hours of mechanical road sweepers to be 36 per week.

(g) All time worked beyond weekly or daily hours prescribed in clause 1 (a), (b), (d), (e), (f) to be counted as overtime and paid for as provided for in clause 5.

(h) 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 24 hours, have the time verified and the book initialled.

Wages

2. (a)	£	s.	d.
For those driving and attending one horse	11	16	4
Motor vehicle drivers	12	4	6
Night soil drivers	13	10	3
Halswell Quarry truck drivers	12	11	5
Tractor drivers	12	2	0
Tractor scoop drivers	12	11	5
Tractor grader, trench digger, mechanical loader and three axle articulator drivers	12	14	9
Driver of gully-emptier (flat rate i.e. no dirt money other than septic tanks and milk sumps)	12	18	11
Stable attendants	12	2	0
Bulldozer, mechanical shovel, excavator and articulator (exceeding 3 axles) drivers	12	18	11
Mechanical road sweeper (flat rate i.e. no dirt money)	13	14	0
Men greasing and servicing trucks and implements	12	11	5
Diesel roller drivers	12	2	0
Small	12	13	4
Large	12	13	4

(b) In addition to the wages prescribed in clause 2 (a), 1s. 11d. per day shall be given as dirt money to drivers engaged in the following work: Carting tar, asphalt, hot mix, clinker, tins, rubbish (household, general or special order), burnt firewood, quarry flour dust cement (minimum one ton), oxide or manure, flour or footpath grit carting for quarry drivers, grit carrying and spreading on

tar, bituminous products, hand loading 1½ in. and 2½ in. metal, sump cleaning, steering trucks behind tar plant, dray men picking up sweepings after sealing, drivers of hay mowers cutting grass on roadsides and river banks.

(c) When drivers are employed on sump cleaning without assistance they shall be paid 2s. 2d. per day extra.

(d) When gully emptier is employed on cleaning septic tanks and milk sumps the driver shall be paid 5s. per day extra.

(e) Drivers of fish refuse carts to be paid 5s. per day extra, while so engaged and an assistant shall be provided.

(f) Drivers of tractors when hauling bitumen or tar sprayer and drivers operating tar boilers when footpath tarring shall receive 5s. 6d. per day extra while so engaged and the driver of tractor or horsedrawn sweeper when tar-sealing or dry-sweeping shall receive 4s. per day extra as dirt money when so engaged.

(g) Dirt money shall be payable for one rate only, the higher rate, for any one day. Dirt money to apply to all drivers. Drivers using jack hammers to receive 10d. per hour with a minimum of 3s. 3d. per day.

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

(i) *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-one-half rates with a minimum of four hours work. Double time to be paid after four hours.

(j) Drivers required to stand by their teams during lunch hour shall receive 1s. 7d. per day for each driver.

(k) A service bonus of 3s. 4d. per week is added to the weekly wage on completion of two months' service.

Increase in Rates of Remuneration

3. The rates of remuneration set out in this agreement are inclusive of the general order of the Court of Arbitration dated 28 October 1954. Any general orders of the Court of Arbitration issued following the date of this agreement shall be added to this agreement.

The effect of the pronouncement of the Arbitration Court of 26 October 1956, shall also be applied to the rates set out in clause 2 (a) to (k) of this agreement in accordance with the council's resolution of 29 October 1956.

Meals

4. (a) 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 to suit special occasions.

(b) Drivers to be paid 4s. for each meal if required to work beyond 5.30 p.m. provided no meals have been supplied.

Holidays

5. (a) Drivers shall receive and be paid for the following holidays: New Year's Day, 2 January, Good Friday, Easter Monday, Birthday of the reigning Sovereign, 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.

Night-soil drivers to receive 10 clear days in lieu of the above holidays.

(b) In addition to the above holidays all drivers with 10 or less years of continuous service with the council shall be entitled to receive an annual holiday of 12 working days on full pay on the completion of each year whilst drivers with 11 and more years of continuous service shall receive 15 working days on full pay on the completion of each year's service; Holidays to be taken by mutual agreement with the departmental head, holiday payment to be computed on the average complete weekly earnings for the preceding year; Drivers of fish refuse carts, night-soil drivers and night sweeper three weeks irrespective of service.

(c) In the event of a worker being dismissed, or leaving his employment after the completion of two months' 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 for the time worked.

Overtime

6. 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.

Payment of Wages

7. Wages shall be paid weekly and in cash and paid in the employer's time not later than Thursday.

Protective Clothing

8. Oilskin leggings, oilskin and sou'westers of good quality shall be provided for all drivers when required; also two pairs of overalls for men driving night-soil carts, mechanical road brooms, sump carts, grass mowers, diesel rollers, mechanical shovels or excavators, bulldozers, tractor graders or concrete mixers, for drivers carting tar, bituminous products, or hot mix, for men greasing and servicing trucks, for compressor attendants, for drivers rodding drains or sewers or handling hot mix or bituminous products or handling acids, weed killer or other similar materials, which owing to their nature are injurious to clothes and for drivers of refuse trucks that are required to assist in loading. Also two pairs of overalls and gloves to be provided for drivers of gully emptiers and fish carts and their assistants, and gloves for drivers of triple and quintuple mowers. Aprons and gloves are to be provided for general refuse drivers and gloves and clogs for drivers at controlled tips.

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.

Term of Engagement

9. 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 is to be allowed to be accompanied by an advocate who is an officer of the local union, when appearing before the committee or council. This however, shall not prevent the summary dismissal of the worker for wilful misconduct.

Stable Attendants

10. 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.

"Smoke-O"

11. An interval of 10 minutes shall be allowed during the morning and the afternoon for "smoke-o".

Sanitary and Other Conveniences

12. The council shall provide accommodation in each yard to enable all drivers to change their clothes and take their meals, and shall provide sanitary accommodation for the workers. Wash-hand basins, showers and separate lockers for drivers' clothing shall be provided when possible. These conditions shall also apply to the quarry and the controlled tips, with the addition at the tips of hot and cold water and basins for washing.

Travelling Allowances

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

Bicycle Allowance

14. Where drivers are required to use their bicycles in connection with their work $1\frac{1}{2}$ miles from the yard in which they are usually employed, they shall receive an allowance of 3d. per mile.

Preference

15. 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.

Scope of Agreement

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

Term of Agreement

17. This agreement, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 26th day of August 1958, and so far as all other provisions of the agreement are concerned, it shall come into force on the day of the date hereof; and this agreement shall continue in force until the 9th day of November 1960.

In witness whereof the parties have executed these presents.

The Common Seal of the Mayor, Councillors and Citizens of the City of Christchurch was hereto affixed this 11th day of November 1958, in the presence of—

[L.S.]

G. MANNING, 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.]

A. W. PETERSON, Assessor.
A. S. ROBERTS, Secretary.