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OAMARU BOROUGH COUNCIL **MOTOR DRIVERS**—INDUSTRIAL AGREEMENT

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 6th day of April 1960 between the Oamaru Borough Council (hereinafter called the “employer”) of the one part and The Otago Road Transport and Motor and Horse Drivers’ and Their Assistants’ Industrial Union of Workers (hereinafter called the “union”) of the other part, witnesseth that it is hereby mutually agreed between the employer and the union as follows:

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SCHEDULE

*Industry to Which Agreement Applies*

1. This agreement shall apply to drivers employed on any class of motor vehicle or implement by the Oamaru Borough Council.

*Hours of Work*

2. (a) Except where otherwise provided, the ordinary hours of work shall not exceed 40 per week, eight hours per day to be worked on five days in each week, Monday to Friday (both days inclusive), between 7 a.m. and 4.30 p.m. or 7.30 a.m. and 5 p.m.

(b) One hour shall be allowed for a meal, but this time may be curtailed by mutual agreement; except under special or exceptional circumstances, the meal time shall not be less than half an hour.

(c) No worker shall work more than five hours continuously without an interval for a meal.

(d) The employer shall provide a time-book or time-sheet in which each driver shall enter daily the total hours for which he is entitled to be paid and the overtime, if any. The employer shall have the time verified and the book or sheet

initialled each pay period by a responsible officer. Such time-books or time-sheets shall be available for inspection by an accredited representative of the union by arrangement with the employer.

(e) A 10-minute interval shall be allowed in the morning and afternoon, but at such time as to suit the convenience of the work on which the worker is engaged.

#### *Shifts*

3. Shifts may be worked where necessary, and, subject to the provisions of clause 16, each shift shall consist of eight hours, including crib-time, and five shifts shall constitute a week's work. Workers who are employed on shifts wholly or partially before 7 a.m. or after 5 p.m. on three or more consecutive days shall be deemed to be shift workers and shall be paid 3s. 6d. per shift in addition to their ordinary pay.

#### *Wages*

4. (a) The minimum rates of wages for workers coming within the scope of this agreement shall be as follows:

(i) Drivers of any class of motor vehicle (not otherwise specified) with a combined weight of vehicle and maximum load not exceeding the weights set out in the following schedule shall be paid not less than the following rates:	Per Week
	£   s.   d.
Up to 2 tons (including motor-cycle and tricar) .....	12 11 8
Over 2 tons and up to 4 tons .....	12 15 0
Over 4 tons and up to 5½ tons .....	12 18 4
Over 5½ tons and up to 10 tons .....	13 5 0
Over 10 tons .....	13 10 0
(ii) For those driving and operating tractors not otherwise specified .....	12 17 6
(iii) For drivers driving a tractor and at the same time operating a grader without the assistance of any other worker, and for grader drivers, drivers of mechanical shovels, bull-dozers, excavators, mobile drag-line, or any other self-propelled mechanical implement not elsewhere specified and other than motor lawn mowers .....	13 12 6
(iv) For drivers of motor road rollers exceeding 4 tons weight .....	13 5 0
(v) For drivers of motor road rollers under 4 tons weight .....	12 11 8
(vi) Drivers of a motor vehicle with transport equipment attached having not less than 16 tyres and used exclusively for conveying heavy earth-moving equipment .....	13 15 0

(b) Five shillings (5s.) per week additional shall be paid to each worker who, as at the date of the making of this agreement has been employed continuously with the same employer for one year or more, or who subsequently completes one year with his employer.

(c) No deduction shall be made from the weekly wage of any worker for any cause except for time lost through the worker's own default, sickness, or accident.

(d) Drivers of refuse vehicles who are required to assist in loading such vehicles, or to assist in levelling at refuse tips; and drivers of any type of vehicle who are employed at mixing concrete, handling cement, bitumen, tar or patching streets shall be paid 2½d. per hour extra. Drivers of refuse vehicles shall be supplied with overalls, waterproof coats, and leather gloves while so employed.

(e) In lieu of paying a driver at overtime rates, an employer may employ a driver on the cartage of sewage or nightsoil outside clock-hours mentioned in clause 2 hereof, but in such cases a day's work shall not exceed six hours and

shall be paid for as if eight hours had been worked, and an extra payment of 4s. shall be paid for each day upon which the worker is engaged on such work. A worker employed under this clause shall receive overtime payment for time worked in excess of six hours per day.

(f) A driver working in contact with solidified sewage or faecal matter shall be paid 4s. per day additional to the ordinary rate of wages whilst so employed.

(g) Workers who in the course of their employment are required to come into contact with free tar or bitumen, or who are employed in carrying, spreading, boiling and/or mixing free tar or bitumen in the course of their employment, shall be supplied with boots, overalls, cotton waste, and oil and shall be paid 2s. per day extra while so employed. "Free tar or bitumen" shall mean tar or bitumen which is not enclosed in barrels or drums.

(h) A driver instructed to stand by his vehicle during the lunchtime shall be paid 1s. 6d. per day extra.

(i) A driver specially directed by his employer to take charge of a gang of three or more workers for one day or more shall be paid 2s. 6d. per day extra.

(j) No driver in receipt of a higher rate of pay than that prescribed by this agreement shall have his wages reduced because of the coming into force of this agreement.

(k) Any driver required to grease his vehicle or implement shall be provided with a combination overall.

(l) No driver shall be required to operate an earthmoving implement excavating material to a height exceeding 12 ft above the base of the implement without another worker being in the vicinity or in regular contact with him.

#### *Casual Drivers*

5. (a) To ascertain the ordinary hourly rate of wages for casual drivers, the weekly wage in respect of the class of vehicle concerned shall be divided by 40, and 15 per cent shall be added thereto: 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 fixed for such other employment, they shall be paid the difference between the rate of their ordinary employment and their rate of pay as drivers calculated on an hourly basis.

(b) Casual drivers shall receive a minimum of four consecutive hours' pay.

(c) A worker shall be deemed to be a casual driver who is not employed continuously for one week.

#### *Holidays*

6. (a) The following shall be the recognised holidays without deductions from wages; New Year's Day, 2 January, Good Friday, Easter Monday, Show Day, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, and one other day to be mutually agreed upon. The local bodies, on request, shall notify the union concerned of the day agreed to.

(b) The provisions of the Public Holidays Act 1910 and its amendments, shall apply in respect of holidays which fall on Saturdays or Sundays.

(c) Any work done on any of the above holidays or on Sundays shall be paid for at double time rates in addition to ordinary wages. A driver required to work on any of the said holidays or on Sundays or overtime on Saturday, shall be entitled to a minimum payment as for three hours worked.

(d) Holidays shall be allowed in accordance with the provisions of the Annual Holiday Act 1944. Each worker who completes 10 years continuous service or more with the Oamaru Borough Council shall receive three weeks annual holiday with pay. Where practicable such holidays shall be given in proximity to the Christmas or Easter Holidays and at least 28 days notice shall be given.

#### *Sick Leave*

7. After 10 week's service with the same employer, on production of a medical certificate a worker shall be entitled to one day's sick-leave without deduction of pay, with an additional day for each further period of 10 weeks' service, with a maximum accumulation of 15 days; Provided, however, that where the employer deems it necessary he may request the worker to produce a medical certificate from a doctor nominated by the employer. The qualifying period for service under this clause shall be deemed to have commenced on the 1st day of January 1948.

#### *Overtime*

8. Time worked in excess or outside of the hours mentioned in clauses 2 and 3 hereof in any one day shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter. A driver called back after having once left work in any day without having been previously notified that he will be required to work shall be paid a minimum of three hours' pay at the appropriate rate.

#### *Payment of Wages*

9. Where possible, wages shall be paid weekly in cash in the employers time on a specified pay-day not later than Thursday. Any question arising as to the possibility or otherwise of cash payments shall be dealt with under clause 17. On request, any driver shall be supplied with a statement showing the number of hours worked and rate of payment.

#### *Emergency Work*

10. (a) Emergency work shall mean work necessitated by wind, rain, fire, snow, storms, floods, tides and earthquakes and requiring, immediate attention to keep open essential services, and shall include opening lake outlets.

(b) In the case of such emergency work, and notwithstanding anything contained elsewhere in this agreement, the following provisions shall apply only for the period of immediate emergency:

(i) Except on the holidays named in subclause (a) of clause 7, and on Sundays, up to eight hours may be worked on any day without payment of overtime, and time and a half rates shall be paid beyond eight hours' work on such days.

(ii) On holidays provided in subclause (a) of clause 7 ordinary time in addition to the holiday payment provided for in the subclause (a) of clause 7 shall be paid for the first eight hours and double time beyond the first eight hours and for all work on Sundays.

(c) To compute the rate of payment beyond the first eight hours per day, the ordinary weekly wage shall be divided by 40.

(d) In the event of any difference of opinion arising as to what constitutes emergency work under this clause, the work shall proceed and a disputes committee as comprised in clause 17 shall be immediately set up to deal with the matter.

### *Drivers' Duties*

11. It shall be part of the ordinary duty of a driver to assist when required in loading and unloading the employer's vehicle. An employer 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 rate for such work, and where there is no provision in this agreement for special payments, the special payments which are payable under the appropriate agreement for such work, but in no case less than the ordinary rate for drivers.

### *Terms of Engagement*

12. In the case of workers other than casual workers, a week's written notice of dismissal or resignation shall be given by the employer or the worker. No notice shall be deemed to run during any period in which the worker is on his annual holiday. 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.

### *Country Work*

13. If any driver is required to perform work which, if carried out under the Local Bodies (Rural Section) Drivers' Award, would come within the definition of outside work then the outside work conditions of that award shall apply.

### *Travelling Time*

14. 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, the employer shall do one or other of the following things:

- (a) Provide the driver with free transport to and from such vehicle or implement.
- (b) Reimburse the driver any additional cost incurred by him in travelling to and from his work.
- (c) Any additional time occupied by the driver travelling to and from his work in accordance with the provisions of subclauses (a) and (b) hereof shall be deemed to be part of his day's work and shall count as time or overtime as the case may be.

### *Wet Places*

15. (a) Six hours shall constitute a day's work where workers are working in wet places or foul air, and shall be paid for as if the workers had worked eight hours. A "wet place" shall mean a place where workers are standing in water or slush 2 in. or more in depth or in wet concrete or where water other than rain water is dripping on them; but if the employer shall provide the worker with overalls or gumboots, or both, the place shall not be deemed to be wet place unless, owing to the depth of water or soakage, the boots or overalls supplied do not adequately protect the worker.

(b) When an employer elects to provide gumboots in accordance with subclause (a) hereof, he shall pay to the worker 1s. 4d. per day in addition to his ordinary rate.

### *Disputes*

16. 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 specifically 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. If the committee fails to reach a decision the chairman shall either decide the question or refer the matter to the Court within one month from the date of hearing by the committee. Either side shall have the right to appeal to the Court against a decision of any such committee or chairman upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

#### *Accidents*

17. A small first-aid emergency kit, approved by the Inspector of Awards, shall be attached to each vehicle.

#### *General Provisions*

18. (a) The secretary or other representative of the union shall be permitted to interview workers in working-hours, but not so as to interfere unreasonably with the operations of the local bodies concerned.

(b) The local body shall, on request, at intervals of not less than three months, supply to the secretary of the local union a list of drivers employed.

(c) Employers shall provide a meal or allow meal-money at the rate of 4s. per meal when workers other than shift workers are required to continue working after 1 p.m. on a Saturday or after 6 p.m. on any other working day of the week; Provided that such workers cannot reasonably get home for their meals.

(d) Employers shall supply suitable oilskin raincoats to drivers when they are required to work in the open in wet weather. Workers using oilskin raincoats shall be held responsible for any loss or damage due to wilful destruction or neglect.

(e) Where necessary sanitary accommodation and a place to take meals shall be provided; also suitable lockers and provisions for workers to change their clothing. The accommodation shall be kept clean and sanitary. The employer shall provide for regular cleansing and supervision.

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

19. (a) Subject to the provisions of section 174 (5) and 175 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 purposes of subclause (a) of this clause a person of the age of 18 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 21 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 section 174 (3) of the Industrial Conciliation and Arbitration Act 1954, which gives to workers the right to join the union.)

*Under-rate Workers*

20. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such inspector or other person shall determine, and after the expiration of such period shall continue in force until 14 days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

*Copy of Agreement*

21. Employers bound by this agreement shall exhibit a copy of this agreement in such a position as to be easily accessible to the men.

*Application of Agreement*

22. This agreement shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this agreement comes into force or at any time whilst this agreement is in force, connected with or engaged in the industry to which this agreement applies within the industrial districts to which this agreement relates.

*Scope of Agreement*

23. This agreement shall operate throughout the Borough of Oamaru.

*Term of Agreement*

24. This agreement shall be deemed to have come into force on the 28th day of March 1960 and shall continue in force until the 28th day of March 1962.

Signed for and on behalf of the Oamaru Borough Council—

J. V. TREZISE.

Signed for on behalf of the Otago Road Transport and Motor and Horse Drivers' and Their Assistants Industrial Union of Workers—

L. E. SINCLAIR.