
DUNEDIN CITY COUNCIL AND DUNEDIN DRAINAGE AND SEWERAGE BOARD
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 5th day of July 1960, between the Dunedin City Council and the Dunedin Drainage and Sewerage Board (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:

SCHEDULE
Application

1. This agreement shall apply to the following classes of drivers employed by the Dunedin City Council and the Dunedin Drainage and Sewerage Board, that is to say:

All drivers of self-propelled vehicles or machines of the following classes:

Motor trucks, tractors of the wheel or track type (either with or without attachments), street cleansing and street paving machines, gully emptiers, graders, bulldozers, tractor-shovels, rollers (other than rollers propelled by steam) and power driven machines of the swinging boom type. Drivers of such vehicles shall hereinafter be referred to as motor-drivers.

Provided that drivers of machines or implements of less than 10 brake horsepower, shall be excluded from the provisions of this agreement.

Hours of Work

2. (a) The maximum number of hours of work, exclusive of overtime, to be worked by any worker bound by this agreement shall be 40 per week, to be worked on five days of eight hours each, from Monday to Friday inclusive, except in the case of drivers engaged on street cleansing and flushing work.

The starting and finishing time shall be fixed in advance by the employer, according to the particular class of work to be done, and, with the exception of drivers of vehicles engaged on the household refuse collection, night-soil carting, street cleansing, drivers of street washers and mud-tank emptiers and drivers of machines employed on shift work, as provided for in this subclause, shall be made to fall within the hours of 7 a.m. to 5 p.m. and shall be defined as ordinary time. The ordinary daily hours of work shall be continuous except for a meal break.

(b) Drivers of vehicles engaged on street cleansing and flushing work shall work in accordance with a timetable prepared by the City and Drainage Engineer. The timetable shall prescribe the daily time for commencing and finishing work for each man on the list.

The ordinary hours of work shall in no case exceed eight hours on any day and 40 hours in any one week. Overtime rates as hereinafter prescribed shall be paid for time worked in excess of the daily or weekly hours set out in subclause (a) of clause 2, and in any case, for work done on Saturday and for all work done on Sunday and statutory holidays to which the driver is entitled under this agreement.

(c) Drivers engaged on operating street-sprinkling machines in connection with macadam carriageway construction or re-construction and drivers engaged on operating graders, bulldozers, and tractor-shovels, may be employed on shift-work during the months of November, December, January and February. Such shift-work shall be carried out in accordance with a timetable prepared by the City and Drainage Engineer, and in no case shall shift-work be worked for less than one week. The timetable shall prescribe the daily time for commencing and finishing work for each man on the list. The ordinary hours of work shall in no case exceed eight hours in any one day and 40 hours in any one week. Overtime rates as hereinafter prescribed shall be paid for time worked in excess of eight hours per day and 40 hours per week, and in any case, for work done on Saturday and for all work done on Sunday.

(d) Drivers of household refuse collection vehicles shall work 40 hours per week on five days, Monday to Friday, inclusive but when any usual collection is omitted owing to a holiday to which men are entitled under this agreement falling on any of the aforementioned days, any driver or drivers may be required to work on Saturday following such holiday in order to carry out the omitted collection of refuse, and such driver or drivers shall be paid for such Saturday work double time rates for any hours worked on that day.

(e) For the purpose of this agreement, a week shall extend from midnight on Sunday to midnight on the succeeding Sunday.

(f) Notwithstanding the provisions of this or any other clause, inspectors, foremen, or men engaged in the duties of inspection, supervisions, time-keeping, control and maintenance, and who are provided with vehicles for this purpose, shall be excluded from the scope of this agreement.

Rates of Wages

3. The minimum rates of wages for workers coming within the scope of this agreement shall be as detailed in the Schedule hereunder and subsequent subclauses, viz.:

<i>(a) Schedule Classification</i>		Weekly Rate		
		£	s.	d.
Class I	..... Drivers of: Graders of 75 h.p. and over; Power driven excavating machines of the swinging boom type; Gradall operator.	14	3	4
Class II	..... Drivers of: Graders under 75 h.p.; Crawler type tractors with high lift shovel or blade; Rollers in excess of 4 ton weight; Barber-Greene paving machine; Trucks (any weight) whilst towing Martin trailer transporter.	14	0	10
Class III	..... Drivers of: Combination street washer, flusher and mud-tank emptier; Mechanical self propelled street sweeper; Truck equipped with mechanical grit spreader; Household refuse removal vans of the mechanical compacting type; Trucks over 5½ ton carrying capacity; Wheeled tractor shovels – 1 cubic yard capacity and over.	13	15	10
Class IV	..... Drivers of: Wheeled tractor shovels under 1 cubic yard capacity; Rollers up to 4 ton weight; Trucks over 3 ton carrying capacity and not exceeding 5½ tons; Combination street washer and pick-up trucks; Dump trucks – 3 ton capacity.	13	7	6
Class V	..... Drivers of: Trucks over 2 ton, but not exceeding 3 ton carrying capacity; Wheeled tractors with or without attachments.	13	2	6
Class VI	..... Drivers of: Trucks up to 2 ton carrying capacity.	12	17	6

(b) Five shillings (5s.) per week additional shall be paid to each of the workers provided for in this clause and 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) Nightsoil vehicles: double ordinary time rates for the vehicles used.

(d) A driver when called upon to perform work other than driver's work shall be paid not less than his ordinary rate of pay as a driver.

(e) The drivers appointed to attend to lamp-lighting and fencing off jobs outside the ordinary hours of work shall be paid time and a half rate for time so occupied together with bus fares. Time so occupied shall include the time necessary for travelling by bus, and walking time at 3 miles an hour, between the bus service and the worker's home and job respectively.

(f) Where drivers of household refuse collection vehicles are required to assist in loading such vehicles they shall be paid 3½d. per hour with a minimum of 1s. 6d. per day additional.

(g) When shift-work is provided for in clause 2 (c) is worked within the daily clock hours prescribed in clause 2 (a) hereof no additional rate shall be payable to the workers employed on such shift, but when the whole of, or any portion of any shift is worked outside of the hours prescribed in clause 2 (a) an additional amount of 3s. 6d. per shift shall be payable to the drivers employed on such shift.

(h) Drivers engaged in handling tar, bitumen, tarred or bituminous macadam (but not including "plant mix") asphalt or asphaltic concrete, wet concrete or wet cement (actually being placed and worked by hand), dry quarry dust, drivers spreading screenings on new tar or bitumen, and drivers engaged in hauling sewage or mud-tank refuse, drivers feeding asphalt plant at Ward Street and drivers engaged hauling tar, bitumen, or distillate sprayers during the course of spraying operations, shall receive the sum of 3d. per hour while so engaged. Such payment shall be additional to the ordinary weekly wage.

(i) Drivers at the city gasworks shall be paid the same extra rates for special or dirty work as is paid to the employees of this department under the Dunedin City Council Gasworks Employees' Industrial Agreement.

(j) Workers, other than drivers employed on driving work relieving regular drivers temporarily absent on holiday, or absent for other reason, shall be regarded as casual drivers and as such may be employed as casual drivers for a period up to one calendar month, and shall be paid by the hour at rates equivalent to those set out in the schedule of wages.

In the case of casual drivers one hour's notice of resignation or dismissal shall be given by the worker or the employer respectively.

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

(l) Drivers operating a tractor broom combination under dusty conditions sweeping the carriageway prior to sealing shall be paid an additional sum of 6d. per hour for the time actually worked under such conditions, with a minimum payment of 2s. 6d. per day.

(m) Drivers operating a tractor broom combination under dusty conditions other than that set out in the preceding paragraph shall be paid the sum of 3d. per hour for time actually worked under such conditions, with a minimum payment of 2s. 0d. per day.

(n) The City Engineer may pay an additional sum up to ten shillings (10s.) per week to the operator of the Gradall provided that in his opinion the operator consistently displays special skill, ability and attention to justify an additional payment.

Exclusion of Court Order

4. The wages and allowances payable to all employees covered by this agreement shall not be subject to the general order of the Court of Arbitration made under the Economic Stabilisation Regulations 1953, and dated the 19th day of September 1959, which increased rates of remuneration determined by awards and industrial agreements by an amount equal to 24 per cent thereof.

Holidays

5. (a) Drivers of household refuse collection vehicles shall be entitled to the following holidays: Christmas Day and Good Friday.

Any work performed on Good Friday and Christmas Day shall be paid for at double time rates. Payment for work performed on Good Friday and Christmas Day (when the latter falls on Monday, Tuesday, Wednesday, Thursday or Friday), would be in addition to the holiday pay for such days.

(b) In addition to the aforementioned holidays, drivers of household refuse collection vehicles, shall be entitled to annual leave of 17 working days on full pay during each year of service with the same employer.

(c) Drivers other than those described in subclause (a) of this clause shall be entitled to the following holidays with full pay: New Year's Day and the day following, Anniversary Day (or a day in lieu of Anniversary Day to be mutually agreed upon), Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day and Boxing Day. In addition to the aforementioned holidays, annual holidays shall be allowed in accordance with the Annual Holidays Act, 1944.

Provided that drivers of street washing machines and mechanical street sweepers of the "Elgin" type engaged regularly at ordinary rates as provided for in subclause (c) of clause 2, on street cleansing work outside the clock hours referred to in subclause (a) of clause 2, shall be entitled to annual leave of 15 working days on full pay or a proportionate part of 15 days' leave if employed part time only on street cleansing work outside of the ordinary clock hours referred to in subclause (a) of clause 2, if such proportionate part exceeds the 10 working days such driver would be entitled to under the Annual Holidays Act 1944.

Should any of the holidays mentioned in this subclause fall on a Saturday and/or Sunday, it shall be observed on the next succeeding working day or days.

(d) Except as provided for in subclause (a) of this clause any driver, required to work on any holiday specified in subclause (c) of this clause, or on any day substituted for such holiday as provided for in subclause (c) of this clause, shall be paid ordinary time rates for such day as a holiday, and in addition double time rates for actual time worked, with a minimum of two hours at double time rates. So far as is practicable annual holidays shall be allowed within the period October to April inclusive.

Overtime

6. (a) Except as provided for in subclauses (a) to (d) inclusive of clause 2, for the classes of workers specially provided for therein, 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. Monday to Friday, inclusive, and
- (2) All time worked outside of the clock hour period from 7 a.m. to 5 p.m., Monday to Friday inclusive, and all work performed on Saturday and Sunday.

(b) With the exception of the overtime rates of pay specially provided for in subclauses (b) and (c) of clause 2 for the classes of workers referred to in those subclauses, and except as specially provided for in subclauses (c) and (d) of this clause, 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 rates for overtime worked continuously thereafter: Provided that unless a break of four hours is given between the cessation of such work at double time rates and the actual commencement of work on the next day, payment for all work performed on such next day shall be at double time rates, provided further that this shall not apply in the case of workers who are required to commence work between the hours of 4 a.m. and the ordinary time for commencing work who shall be paid as provided for in subclause (d) of this clause.

(c) Except where specially provided for work performed on Saturday or Sunday shall be paid for at double time rates.

(d) All work performed between 10 p.m. and the normal time for commencing work next day shall be paid for at double time rates, but subject to subclause (b) hereof ordinary time rates shall be paid for work performed thereafter if such day is a working day for the worker concerned.

(e) Drivers called back to work from their homes after having completed their full day's work shall receive a minimum of three hours' pay at ordinary time rates. Should a worker receive notification prior to his ceasing his ordinary day's work of his being required to work overtime, he shall in such case be entitled to overtime rates for the time he actually works.

(f) For the purpose of assessing the total hours worked weekly, in terms of subclause (a) of clause 2, the employer may at his option reckon the whole or part of any actual hours' overtime worked and paid for as such, as part of the weekly total of 40 hours referred to in subclause (a) of clause 2.

(g) For the purpose of this agreement, time and a half rates shall mean one and a half times ordinary time rates, and double time shall mean double ordinary time rates.

Meal Hours

7. (a) In general, a mid-day meal shall be taken as near as practicable to the time fixed for the mid-day meal for labourers on any job in conjunction with which the driver is working, and in other cases, as near noon as possible.

(b) Half an hour shall be allowed by the employer for a mid-day meal.

(c) No worker shall be required to work more than five hours without a break of at least 30 minutes for a meal. When drivers are called to work overtime after 5.30 p.m. and cannot reasonably get home for a meal, the employer shall, if practicable, supply an adequate meal on the job, or alternatively if this is not practicable, the employer shall pay the sum of 4s. 6d. as a meal allowance.

(d) An interval of 10 minutes shall be allowed for morning tea, to be taken as soon as possible after 10 a.m. and a rest period of 10 minutes shall be allowed in the afternoon to be taken as near as possible to 3 p.m.

(e) Drivers shall be paid an additional sum of 2s. 0d. for each day on which they are required during the meal break to stand by vehicles on which spray pump motors are then operating.

Suburban Work

8. (a) "Suburban work" shall be deemed to mean work, not coming within the definition of "country work", which has to be done at a distance or place more than $1\frac{1}{2}$ miles radius from the Chief Post Office.

(b) When a worker is required to report for work coming within the scope of suburban work, he shall report at the place where the work is to be done at the normal time for commencement of such work.

(c) Where bus services are available to the worker to permit him to proceed to and from suburban work, or part way thereto or therefrom the employer shall pay the worker's bus fares going to and from such work, commencing from or terminating at, as the case may be, the Chief Post Office.

(d) In addition to the payment of bus fares, as provided for in subclause (a) of this clause, or to the employer conveying the workers as provided for in subclause (f) of this clause, the employer shall pay the worker's travelling time at ordinary rates with respect to time taken in proceeding to the work from the Chief Post Office and in returning from the work back to the Chief Post Office.

(e) Where a worker is required to walk any portion of the distance for which travelling time is payable under subclause (d) of this clause, walking time shall be calculated at 3 miles per hour by the nearest route used by pedestrians.

(f) Alternatively to the payment of bus fares or walking time, the employer may (at his option) provide means of transport to and from the job once each way daily, the conveyance to start from and return to the permanent location or other place agreed upon between the employer and the union.

(g) Any worker whose regular and usual place of commencing and terminating work is in or at a permanent location situated more than $1\frac{1}{2}$ miles radius from the Chief Post Office shall not receive any allowance for travelling to and from such usual place of commencing and terminating work, but if such worker is required to work at a place more than $1\frac{1}{2}$ miles radius from his usual place of work, he shall be a suburban worker in the terms of this clause.

(h) For the purpose of this clause, the permanent locations referred to are:

D.C.C. Works Department:

Works Department Yard, Ward Street.
Works Department Yard, Colston Street.
Works Department Yard, Calder Avenue.
Works Department Yard, Dean Street.

D.C.C. Water Department:

Water Department Yard, Ward Street.

D.D. & S.B.:

Yard, Andersons Bay Road.

Sanitary Works Department:

Main Depot and Yard, Midland Street.

Reserves Department:

Botanic Gardens, Ocean Beach Golf Links, Tonga Park, Oval, Logan Park,
Littlebourne House Garage, Chingford.

Generally:

Any other depot to which drivers may be called upon to report regularly during the currency of this agreement.

Country Work

9. (a) "Country work" shall be deemed to mean work which has to be done outside the city boundary and/or which necessitates the worker's lodgings elsewhere than at his usual place of residence.

(b) The employer shall convey the worker free of charge or pay his fare to and from country work once every three months during the continuance of the work. If, however, the worker is withdrawn from such work by the employer or if he returns therefrom requiring medical attention in consequence of accident or sickness arising out of and in the course of the employment and is in either case required again on the work the employer shall again convey him or pay his fare to and from such work.

(c) Time occupied in travelling to a job for the first time or from and back to a job if recalled by the employer, or from the job on completion of the worker's employment on the job, shall be paid for at the ordinary rates, but no worker shall be paid more than an ordinary day's wages for any day occupied by him in travelling although the hours occupied may exceed eight, unless he is on the same day occupied in working for his employer: Provided that any worker called upon to travel more than four hours on a Saturday shall be paid for eight hours.

(d) Workers employed upon country work shall be paid an additional sum of 10s. per working day, but the employer may, in lieu thereof, provide them at his own expense with suitable board and lodgings; or where the employer provides satisfactory accommodation, 7s. 6d. shall be paid for food allowance for every working day the workers are in camp. For the purpose of this clause "satisfactory accommodation" shall include the provision of suitable cooking utensils and fireplace or oven, provision for storage of food, and of reasonable sanitary conveniences. Workers making use of such accommodation shall keep it clean and take reasonable care of it. If they fail to do so, the employer may employ some other person to do the work and may deduct the cost of such work from any moneys due or accruing to such workers.

(e) Notwithstanding anything contained in this agreement, an employer may agree with a worker that in respect to any specified country work the hours of work in excess of 40 shall be paid for at overtime rates and that overtime shall not be paid for any time worked over eight hours per day.

(f) None of the foregoing provisions of this clause shall apply to any man employed on regular maintenance and routine work on the Silverstream Race and Deep Creek Water Supply.

Travelling Time

10. Where a worker commences or finishes his work before or after ordinary passenger services operate, such worker shall be paid for the time occupied in travelling to or from his home at ordinary rates of pay, reckoning the time so occupied as being at the rate of 3 miles per hour. Provided, however, that if the employer conveys the worker to and from his home free of charge, such worker shall not be entitled to payment for travelling time under this clause.

Waterproof Coats, Leggings, etc.

11. The employer shall provide as required, and free of cost to the worker, new waterproof coats, leggings, overalls, hats, aprons, and gloves and gumboots for use at work only.

When any new waterproof coats are issued to drivers, the previous issue may be retained by the driver as a reserve until a further new coat is issued.

Accommodation

12. The employer shall provide at each depot or refuse tip suitable accommodation to the satisfaction of the Inspector of Awards to enable workers to change their clothes and have their meals. Facilities for drying wet clothes and for personal ablution shall be provided for each main depot and fireplaces with chimneys shall be provided in huts at refuse tips.

Union's Representative

13. For the purpose of securing the efficient operation of this agreement in accordance with section 173 of the Industrial Conciliation and Arbitration Act 1954, the union's representative 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 Agreement

14. Wages shall be paid fortnightly until 1961 when commencing with the first pay after 1 January 1961, wages shall be paid weekly and the worker shall receive with his pay a statement showing details of the computation. Wages shall be paid before Thursday and in the employer's time and if any worker is required to go to the employers office to receive his wages, he shall do so in the employer's time.

In the case of employees other than casual employees, a week's notice of resignation or dismissal shall be given by the worker or by the employer respectively.

Deduction Clause

15. Employers shall be entitled to make a rateable deduction from the weekly wages provided for herein for time lost by the worker's 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

16. It shall be part of the ordinary duty of a driver where practicable to assist in the loading and unloading of his employer's vehicle. An employer may employ a driver on work other than his ordinary duties, but shall pay him not less than the rates of pay prescribed for such work in any appropriate award or industrial agreement, and in any case not less than his ordinary rate of pay as a driver, provided that, should the work other than driving extend continuously over a period longer than one calendar month, the worker shall cease to be a worker to whom this agreement applies.

Time Books or Time Sheets

17. The employer shall provide a time-book or time-sheet in which each employee shall enter daily the total hours for which he claims to be paid, stating the overtime, if any, separately and the employer through his agent shall, within one week of the expiry of the ensuing pay period, have the time verified and any corrections or alterations notified to the employee concerned. Each worker shall have access to his time-book or time-sheet if and when requested by him.

Accidents

18. A suitable first-aid outfit shall be provided and maintained by the employer in all garages, sheds on tips, and on all trucks and road machines. The onus for keeping such equipment on trucks and road machines to remain with the driver of the truck or road machine who shall not be entitled to any cash allowance or extra time for such duty.

Disputes Committee

19. The essence of this agreement being that the work of the employer 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 bounded by this agreement 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, 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 of appeal to the Court of Arbitration against the decision of any such committee upon giving the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

Workers to be Members of Union

20. (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 the employer 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 the Otago Road Transport and Motor and Horse Drivers and Their Assistants Industrial Union of Workers.

(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 the union by the operation of the foregoing provisions, fails to become a member of the 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.)

(d) On the written request of the secretary of the union the employer shall supply to him a list of drivers in his employ but not more than once in three months.

Under-rate Workers

21. (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 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 in writing with the president or secretary or the union 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 the employer before employing a worker at such lower wage to examine the permit of agreement by which such wage is fixed.

Scope of Award

22. This agreement shall apply to all drivers of motor and other wheeled and tracked vehicles employed by the Dunedin City Council (excluding drivers employed at Waipori by the Electricity Department of the said council), and the Dunedin Drainage and Sewerage Board, subject to the definitions and exceptions set out herein.

Term of Agreement

23. This agreement in so far as the provisions relating to the rates of wages are concerned, shall be deemed to have come into force on the 29th day of February 1960, and in so far as all other provisions are concerned shall come into force on the day of the date of the making hereof and shall continue in force until the 30th day of April 1962.

Signed for and on behalf of the Dunedin City Council and the Dunedin Drainage and Sewerage Board:

J. C. LUCAS, Town Clerk and Secretary.

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

J. E. SINCLAIR, Secretary.
