

GREYMOUTH BOROUGH COUNCIL DRIVERS—INDUSTRIAL AGREEMENT

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 and its amendments this 30th day of October 1962, between the Mayor, Councillors and Citizens of the borough of Greymouth, 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 Westland 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 13 Stratford Street in the borough of Greymouth) 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.

SCHEDULE

Interpretation

1. This award shall apply to the work in connection with the Greymouth Borough Council activities and to the workers for whom provision is made herein.

Hours of Work

2. (a) Ordinary hours of work shall not exceed eight, between 8 a.m. and 5 p.m., from Monday to Friday inclusive, with an interval of one hour for dinner; provided that two men shall be available for cleaning-up work on Saturdays for four hours, before noon, at time and a half rates.

(b) Notwithstanding anything hereinbefore provided, it shall be lawful for the borough engineer or any officer acting on his behalf to agree with workmen employed on any work affected by the tide or other unavoidable circumstances, or any emergency work, that ordinary working-hours shall be other than those hereinbefore mentioned. Payment of overtime shall not be required, provided the number of such other hours worked do not exceed eight on any day nor 40 in

any one week, and do not include any part of Saturday, Sunday, or any holiday referred to hereinafter. For the purposes of this provision the borough engineer or any officer acting on his behalf may arrange the workmen in shifts.

Wages

3. (a) The minimum rates of pay for all drivers shall be:

	£	s.	d.
In the case of weekly workers	14	13	4
In the case of hourly workers	0	7	4

(b) The minimum rates of pay for drivers of front end loader and/or grader shall be:

	£	s.	d.
In the case of weekly workers	14	18	4
In the case of hourly workers	0	7	5½

(c) Workers whilst employed at any of the following classes of work shall receive, in addition to the minimum rates referred to above in subclause (a) the special payment hereinafter provided for that particular class of work:

3s. 10d. per day shall be given as "dirt money" to drivers engaged in the following work; carting tar; hot mix; asphalt; grit-carting and spreading on tar.

5s. per day extra when driver is employed in cleaning septic tanks.

5s. per day to be paid to drivers of refuse carts while so engaged and assistance shall be provided.

3s. 10d. shall be paid to drivers, while so engaged, of tractors when hauling bitumen or tar-spraying and drivers operating tar boilers while footpath tarring, and the driver of a tractor-drawn sweeper while tar-sealing or dry-sweeping shall receive 3s. 10d. per day extra as "dirt money" while so engaged.

1s. per hour additional, with a minimum of 3s. 6d. per day shall be paid to drivers using mechanical rammers or compressors.

No deduction shall be made from such wages for any cause save through the workers own default.

Long Service Recognition

	s.	d.	
(a) After 3 years continuous service. Extra	7	6	per week.
(b) After 5 years continuous service. Extra	10	0	per week.
(c) After 10 years continuous service. Extra	15	6	per week.
(d) After 15 years continuous service. Extra	18	7	per week.
(e) After 16 years continuous service. Extra	19	11	per week.
(f) After 17 years continuous service. Extra	21	1	per week.
(g) After 18 years continuous service. Extra	22	4	per week.
(h) After 19 years continuous service. Extra	23	6	per week.
(i) After 20 years continuous service. Extra	24	6	per week.

Increase in Rates of Remuneration

The rates of remuneration determined by this award 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 4th day of July 1962.

(The general order of 4 July 1962, which took effect on 26 July 1962, increased rates of remuneration determined by awards and industrial agreements by an amount equal to 2½ per cent, thereof, but excluded from the scope of the increase all allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.)

For the purposes of the general order the term "remuneration" in relation to rates determined by awards and industrial agreements is defined by the regulations as meaning 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.)

Variation of Duties

6. Nothing in this award shall prevent any worker covered hereby from doing work covered by another award. Provided that while engaged he shall be paid at least the rate which is fixed in such other award.

Sick Payment

7. Subject to the following provisions each employee shall be entitled to five working days' sick leave on full pay for each completed year of service with the council, such sick leave to be cumulative to a maximum period of 65 working days. A medical certificate signed by an approved medical officer shall be produced where sick leave is taken for more than three consecutive working days.

Holidays

8. (a) The following days shall be regarded as holidays - namely, New Year's Day, 2 January, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, Anniversary Day or a day in lieu thereof.

(b) In the event of a holiday, other than Anzac Day falling on a Saturday or Sunday such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.

(c) On holidays on which they are not required to work workers shall be entitled to payment for the time which they would have worked upon that holiday at the lower rate earned on the last working-day prior to the holiday if more than one rate was earned upon that day.

(d) Any work done on any of the above holidays or on Sunday or Anzac Day shall be paid for at double time rates; such payment shall be in addition to the payment provided for in subclause (c) hereof.

For the purpose of computing the rates for overtime on holidays, the rates specified in the first paragraph of this subclause exclusive of payment provided for in subclause (c) hereof shall be deemed to be ordinary rates.

(e) Weekly workers with five years' continuous service and adult workers shall be granted 12 working days' annual holiday, and weekly workers with 10 years' continuous service 15 working days' annual holiday. So long as it may be customary to close down all except essential works at Christmas, and for annual holidays to be taken at that time, such workers as may not have completed or who would not complete a full year of service by the date of the expiration of the annual holiday period, shall be granted a holiday proportionate to the time served, and any time lost by any worker from the expiration of the proportionate holiday to the time of commencing work by workers to whom full holidays have been granted shall not constitute a break in service. Workers affected by this clause shall not become eligible for any further annual holiday until the following Christmas; provided that any such worker leaving his employment or being dismissed at any time shall be entitled to a holiday of equivalent of pay proportional to the time served since the preceding Christmas.

In other respects the provisions of the Annual Holidays Act 1944 shall apply.

Overtime

9. The rates to be paid for overtime shall be:

- (a) All time worked outside of ordinary working-hours or in excess of 40 hours in any one week shall be paid for at one and a half times the ordinary rate for the first three hours and double time thereafter.
- (b) In the computation of overtime each day shall stand by itself.
- (c) The minimum overtime payment shall be one hour.
- (d) When working overtime an interval as may be agreed upon between the workmen engaged and the borough engineer shall be allowed for a meal about every four hours.
- (e) All meal times fixed in accordance with subclause (d) hereof shall be paid for at overtime rates but this shall not apply when workers are working overtime between the hours of 8 a.m. and 5 p.m.
- (f) Where a worker has completed his day's work and gone home and is subsequently called out to work overtime he shall be paid a minimum of two hours at overtime rates, provided that all time worked after midnight shall be at double rates.
- (g) Overtime shall not be worked except in case of emergency and under instructions of the borough engineer, who shall be sole judge of what constitutes an emergency. Such instructions may be standing instructions applicable to any particular class of emergency.

Payment of Wages

10. Subject to such alterations as may be mutually agreed upon from time to time, wage sheets shall be made out fortnightly and include all time worked up to midnight of Wednesday, and the pay-out shall be made in the employers' time not later than 5 p.m. of the following Thursday either at the Town Clerk's office or at such a place as the borough engineer may direct.

Any worker whose services may have been dispensed with or who may resign without notice shall be paid at the Town Clerk's office during the working hours as soon as may be after ceasing work.

The employer shall collect the union fee from workers when requested, and shall pay the same to the Union Secretary.

General Provisions

11. (a) Where reasonably necessary, the employers shall provide accommodation to enable workers to change and dry their clothes and have their meals.

(b) Where necessary sanitary accommodation shall be provided.

(c) Workers shall be allowed a "smoke-oh" of 10 minutes during the morning and afternoon, all workers to take it simultaneously except such as may be required to maintain the work in hand during the period.

(d) If hourly workers are required by the employers to stand by in wet weather, they shall be paid for such waiting-time until definitely sent home, with a minimum payment of two hours for standing by in the forenoon and two hours for standing by in the afternoon.

(e) Any worker required to perform work of an unusually dirty or dangerous nature for which additional payment is not provided shall receive additional payment as agreed upon between the engineer and a representative of the union.

Should any dispute arise in connection with this subclause, it shall be decided in accordance with the provisions of clause 12 hereof.

Disputes

12. The essence of this award 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 award, or any of them as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute of 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 to appeal to the Court against a decision of any such committee 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.

Meal-money

13. Where a worker is called upon to work overtime later than one hour after his ordinary knocking-off time for the day the employers shall either provide such worker with a meal or pay 3s. 6d. meal-money, provided such worker cannot reasonably get home for a meal, and provided, further, that he has not been notified of such overtime on the previous day.

First Aid

14. A properly equipped first-aid emergency kit shall be kept in a convenient and accessible place.

Oilskins, Leggings and Overalls

15. Workers shall be provided with a sou'wester, oilskin coats and leggings: Household and general refuse lifters shall be supplied with aprons, gloves, and goggles. On other cases of dirty work the engineer may approve the issue of overalls: Provided that not more than one article of such apparel shall be supplied to each worker in any one year.

Workers engaged in working with free tar or bituminous substances shall be supplied with boots and overalls.

Workers issued with any of the above articles shall be responsible for any loss or damage due to wilful destruction or neglect, and the same shall be returned to the store on termination of service.

Unqualified Preference

16. (a) Any adult person engaged or employed in any position of employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within seven days after his engagement, or after this clause comes into force; as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of the award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this union.

(f) On the written request of the secretary of the union, an employer shall supply to him a list of the workers in his employ, but not more often than once in three months.

Under-rate Workers

18. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award 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 in writing with the president or secretary of 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 an employer, before employing a worker at such lower wage to examine the permit or agreement by which such wage is fixed.

Termination of Employment

18. The employers shall give to a weekly worker one week's notice or one week's pay or to an hourly worker one hour's notice or one hour's pay in lieu thereof prior to his dismissal. Each worker shall give his employers one week's notice in the case of a weekly worker and one hour's notice in the case of an hourly worker, he is about to leave his employment or shall forfeit in lieu thereof such pay, to be deducted from wages due to him. Provided that in the event of a weekly worker with over three months' continuous service being suspended from duty for any cause he shall have the right to appeal first to the departmental head and, failing satisfactory settlement to the committee concerned before being dismissed from the employer's service.

Conservation of Employers' Interests

19. Every worker is required to conserve the employers' interests in every possible way, and shall report to the borough engineer or other responsible officer any matter which in his opinion is likely to result in damage to public property,

loss to the employers, or inconvenience or danger to the public. Any worker who shall neglect or fail to take all such reasonable steps as lie in his power to fulfil the obligation imposed upon him by this clause, and to report as aforesaid, shall render himself liable to summary dismissal.

Preference

20. Preference of employment as drivers shall be given to members of the Westland Road Transport and Motor and Horse Drivers and Their Assistants' Industrial Union of Workers.

Scope of Agreement

21. This agreement shall apply to all drivers of motor propelled vehicles or implements employed by the Greymouth Borough Council.

Term of Agreement

22. This award, in so far as it relates to wages, shall be deemed to have come into force on the 29th day of March 1962 and so far as all other conditions of the award are concerned it shall come into force on the day of the date thereof: and this award shall continue in force until 31 March 1964 as far as wages are concerned.

Signed on behalf of the Greymouth Borough Council:

[L.S.]

F. W. BAILLIE, Mayor.
N. E. CLEMENTS, Town Clerk.

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

[L.S.]

R. R. RUSSELL, President.
W. GREEN, Secretary-Treasurer.
