

HUTT VALLEY LOCAL AUTHORITIES' DRIVERS—AWARD

In the Court of Arbitration of New Zealand, Wellington Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Wellington Road Transport and Related Industries Motor and Horse Drivers and their Assistants Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned councils (hereinafter called “the employers”):

Lower Hutt City Council, Lower Hutt.  
 Petone Borough Council, Petone.  
 Upper Hutt Borough Council, Upper Hutt.

THE COURT of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, doth hereby order and award:

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the Schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the Schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 4th day of March 1964 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 5th day of June 1963.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

*Industry to Which Award Applies*

1. This award shall apply to the drivers employed by the Petone Borough Council, the Lower Hutt City Council, and the Upper Hutt Borough Council, and to any other parties who may be added hereto by agreement.

*Hours of Work*

2. (a) The ordinary hours of work for motor drivers shall be 40 per week, inclusive of time required for attendance to vehicles.

(b) The daily hours shall not exceed eight, and shall be worked between the hours of 7.30 a.m. and 5 p.m. on five days of the week, Monday to Friday inclusive: Provided that the starting and finishing times may be varied in respect of drivers engaged in removing nightsoil.

(c) A meal interval of at least 30 minutes shall be allowed not later than five hours after the commencement of the day's work.

A 10-minute interval shall be allowed for morning and afternoon tea but at such a time as to suit the convenience of the work on which the worker is engaged.

### *Wages*

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

	Per Week
	£ s. d.
(i) Motor vehicle drivers .. .. .	13 15 0
(ii) Drivers driving wheeled tractors .. .. .	13 15 0
(iii) Drivers driving wheeled tractors operating mechanically driven attachments (except gang-mowers), heavy roller and sweeper	14 0 0
(iv) Drivers driving wheeled tractor loader .. .. .	14 5 0
(v) Motor roller drivers (light) .. .. .	13 15 0
(vi) Drivers of motor graders, bulldozers, shovels, excavators, diggers, mobile cranes and track tractors with or without equipment .. .. .	15 0 0

(b) (i) Drivers engaged on loading and collecting refuse shall receive 2s. 6d. per day extra while so employed. Drivers engaged on operating gang-mowers, or motor-mowers of 30 in. width or more or towing graders, ploughs, discs, or tiller shall receive 2s. 6d. per day extra.

(ii) Drivers engaged on mechanical street sweeping machines in preparation for sealing, or operating a sump eductor, hauling sprayers in action, and using tar, oil, or bitumen, or working with bitumen preparations, or handling liquid concrete, and on loads exceeding 1 ton loads of cement, liquid concrete, ashes, clinkers, super-phosphates, lime, basic slag, and stable manure, and drivers required to work in exceptionally dusty conditions or in cleaning foul sumps shall be paid 3s. per day additional to the usual rates: Provided that where weed killer is sprayed the payment shall be 4s. per day additional to the usual rates. Drivers carting offensive material for manure purposes from abattoirs shall be paid 6s. per day extra while so engaged; this payment shall not be cumulative with the other payments in this clause.

(iii) Drivers engaged cleaning sewers or coming in contact with faecal matter shall be paid 7½d. per hour with a minimum payment of four hours for each day.

(c) Drivers while engaged removing nightsoil shall be paid for the time so occupied at the rate of double time, with a minimum of four hours.

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

(e) Drivers in charge of two or more men shall receive 3s. 4d. per day extra.

(f) No worker shall have his wages reduced by virtue of the coming into operation of this award.

### *Service Bonuses*

4. (a) Workers coming within the scope of this award who have been in the service of the employer for one year but less than two years shall receive 5s. per week additional.

(b) Workers coming within the scope of this award who have been in the service of the employer for a period of two years but less than three years shall receive 6s. 8d. per week additional.

(c) Workers coming within the scope of this award who have been in the service of the employer for a period of three years but less than four years shall receive 8s. 4d. per week additional.

(d) Workers coming within the scope of this award who have been in the service of the employer for a period of four years but less than five years shall receive 10s. per week additional.

(e) Workers coming within the scope of this award who have been in the service of the employer for a period of five years or over shall receive 11s. per week additional.

#### *Holidays*

5. (a) Drivers shall receive and be paid for the following holidays: New Year's Day, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Anzac Day, Christmas Day, Boxing Day, Anniversary Day, and a day to be set apart for an annual picnic, or one other day to be mutually agreed upon.

The provisions of the Public Holidays Act 1955 are deemed to be incorporated in this award. In the event of a driver being required to work on any of the above-mentioned days he shall be paid for the same at the rate of double time and, in addition, shall have an extra day added to his annual leave, or shall be paid treble time, at the option of the employer.

(b) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944: Provided that workers who have been in the service of the employer for five consecutive years shall for the fifth and sixth years receive and be paid for annual leave as follows: two weeks and two days; for the seventh, eighth, and ninth years, two weeks and three days; and for the tenth and subsequent years, three weeks: Provided, further, that where service has been broken through no fault of the worker his aggregate service shall count as if consecutive.

(c) Except where otherwise mutually arranged not less than 28 days' notice of the date on which the worker is to begin any annual holidays shall be given by the employer.

#### *Sick Leave*

6. (a) Workers after 12 months' continuous employment with their employers shall, in the case of inability to continue work because of sickness, be entitled to sick pay up to two weeks in each year. "Sick pay" shall, for the purpose of this clause, mean full pay: Provided that the head of the department may, at his discretion, grant sick leave to a worker who may not have fully qualified with 12 months' continuous service.

(b) If required by the employer, sick leave shall be subject to the worker concerned producing a medical certificate from a doctor approved by the employer certifying to the worker's indisposition and his ability to work.

#### *Overtime*

7. (a) For the work done in excess of the daily or weekly hours herein prescribed drivers shall be paid at the rate of time and a half for the first three hours and at the rate of double time thereafter. For the purpose of computing overtime worked, each day shall stand by itself.

(b) When a worker is called out to work after the usual terminating time, or before the usual time of commencing work, he shall be paid not less than two hours for the first call and not less than two hours for any subsequent call on the same day at the specified overtime rates for each distinct call. If such call is made on a Saturday, Sunday, or a holiday, the minimum payment shall be three hours at schedule overtime payment for the first call and three hours for subsequent calls (on the same day) shall be paid for at double time rates: Provided that lamplighters who attend to lamps on Saturdays, Sundays, and/or holidays shall receive a minimum payment for the day of two hours' pay at schedule overtime rates.

(c) All time worked on Sundays shall be paid for at double time rates.

*Drivers' Duties*

8. 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 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 award or ruling rate for such work, and not less in any case than the ordinary rate for drivers. Drivers shall receive preference when any driving duties are to be undertaken, but this provision shall not prevent a ganger, foreman, or leading hand from driving a vehicle for the purpose of transporting men to and from work.

*Payment of Wages*

9. (a) Wages shall be paid regularly weekly in cash, overtime included, not later than Thursday of each week, and shall be paid in the employer's time. The computation of wages shall be shown on the pay envelope or by a slip inserted therein.

(b) The engineer in charge of each job shall be responsible for conditions of work in terms of the award, including overtime, dirt money, etc.

*Meal Money*

10. The employer shall allow meal money at the rate of 5s. per meal when workers are called upon to work overtime after 6 p.m., or after noon on a Saturday or a Sunday where such workers cannot reasonably get home to their meals and return within the hour.

*Terms of Engagement*

11. A week's notice of dismissal or of resignation shall be given by the employer or the worker, as the case may be.

*Overalls*

12. (a) The employer shall supply oilskin coats, or raincoats and sou'westers, leggings, gloves, gumboots, goggles, and overalls to drivers when considered necessary, at the discretion of the management or engineer. These shall remain the property of the employer, and the men using same shall be held responsible for any loss or damage due to wilful destruction or neglect. Before a second or subsequent issue is made, the used article shall be returned to the store. In the case of refuse drivers who load vehicles, 2s. 6d. per week extra shall be paid as an overall cleaning allowance.

(b) Workers employed in mixing, carrying, or boiling free tar or bitumen, and sprayers and nozzle-men, shall be supplied with boots, overalls, and oil.

(c) Workers required to work in gumboots for one hour or more in any day shall be paid 2s. per day additional.

(d) All wearing apparel or protective clothing shall either be new or shall be thoroughly cleaned before being issued to drivers.

*Accommodation*

13. The employer shall provide suitable accommodation at depots for drivers to change their clothes, a meal room, and also provide washing and sanitary facilities. It shall be the duty of the employer to see that the accommodation is kept in a clean and habitable condition.

*Disputes Committee*

14. The essence of this award being that the work of the employer shall not on any account whatsoever be impeded but shall always proceed as if no disputes 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 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 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.

#### *Accidents*

15. A small first aid emergency kit, approved by the Inspector of Awards, shall be attached to each vehicle, and a first aid kit shall be available at each depot.

#### *Interview with Workers*

16. The secretary or other authorised representative of the union of workers shall, with the consent of the employer or his representative, which consent shall not be unreasonably withheld, be permitted to interview any worker, but not so as to interfere unreasonably with the operations of the employer concerned.

#### *Unqualified Preference*

17. (a) Any adult person engaged or employed in any position or 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 14 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 this 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 do so, or that the worker having become a member of the union 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 award.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

#### *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.

#### *Increase in Rates of Remuneration*

19. 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.

#### *Term of Award*

20. This award, 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 first day of the pay period in each establishment commencing on or after the 17th day of September 1962, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 4th day of March 1964.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 5th day of June 1963.

[L.S.]

A. TYNDALL, Judge.

#### MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 17 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.