

**AUCKLAND CITY COUNCIL MOTOR DRIVERS AND THEIR ASSISTANTS—
INDUSTRIAL AGREEMENT**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954 and amendments, this 27th day of September 1965 between the Auckland City Council (hereinafter called "the council" or "the employer") of the one part and the Northern (Except Gisborne) Road Transport and Motor and Horse Drivers and Their Assistants Industrial Union of Workers (hereinafter called "the union") of the other part, whereby it is mutually agreed by and between the said parties as set out in the following Schedule.

SCHEDULE

Application of Agreement

1. This agreement shall apply to the drivers and drivers' assistants employed by the Auckland City Council.

Hours of Work

2. (a) Unless otherwise specified, the working time per week shall not exceed 40 hours, of which not more than eight hours shall be worked on each of five days of the week, Monday to Friday, both days inclusive: Provided that any employee may be required to work additional time on washing and attendance to motor vehicles.

(b) Any work, except where otherwise provided, performed before 7.30 a.m. or after 5 p.m., shall be paid for at overtime rates as hereinafter specified, whether or not the weekly limit shall have been exceeded.

(c) One hour shall be allotted for dinner daily for all drivers but this time may be curtailed by mutual agreement between the union or its representatives and the council or its representatives.

Shift Work

3. Drivers may work shifts where necessary. Each shift shall not exceed eight hours, inclusive of one half-hour for meals, and five shifts worked between Mondays to Fridays inclusive shall constitute a week's work. Any shift starting between 3 p.m. and 6 a.m. is either an afternoon or night shift and workers employed on these shifts shall be paid 5s. per shift in addition to their ordinary rate of pay.

Time Book

4. The council shall provide a time-book in which each driver shall enter daily the total hours for which he is entitled to be paid, stating the overtime, if any. The foreman shall, within 24 hours, have the time verified and the book initialled.

Wages

5. (a)		Per Week		
		£	s.	d.
(i)	For those driving and attending motor vehicles with a combined weight of vehicle and a maximum load not exceeding 5½ tons; drivers of motor rollers under 2 tons; drivers of motor mowing machines	16	3	4
(ii)	For those driving and attending motor vehicles with a combined weight of vehicle and a maximum load exceeding 5½ tons but not exceeding 10 tons; drivers of tractors (not otherwise specified) used in conjunction with trailers	16	10	0
(iii)	For those driving and attending motor vehicles with a combined weight of vehicle and a maximum load exceeding 10 tons; drivers of motor sweepers and street flushers; drivers of tractors and road rollers (other than steam rollers) used in conjunction with machines or implements while engaged in road making or general construction or formation work	16	15	10
(iv)	Drivers of refuse collection vehicles, gully emptiers and clinker trucks	17	4	2
(v)	Drivers of bulldozers, mechanical excavators and graders	17	6	8
(vi)	Drivers of motor rollers over 2 tons according to the above weight scale.			

(b) Where a driver commences work which brings him in contact with free tar, bitumen, premix, creosote or similar substances, he shall receive an extra payment of 2d. per hour, while so engaged, but if he is working with a labouring gang engaged in spreading the materials and is handling it himself, he shall receive an extra payment of 2s. 9d. per day. If, through some unavoidable circumstances, such work is stopped during the day, he shall be paid the extra payment for that day.

(c) The ordinary hourly rate of wages shall be computed by dividing the weekly wage by the number of hours constituting the ordinary week's work.

(d) A driver specially directed by his employer to take charge of a gang of two or more for one day or more shall be paid 3s. 9d. per day extra. This applies where the work concerned is outside the normal duties of a driver.

(e) In respect of the wages provided in this clause, every employee covered by this agreement shall be entitled to an increase of 1½d. per hour after 12 months' continuous service with the council.

(f) Drivers employed driving a motor truck which is pulling a trailer of 3 tons or over gross weight carrying a separate additional load shall be paid 4s. per day or part of a day while so employed, the weight of the trailer not to be included in fixing the weight of the truck for the purposes of the wage classifications.

(g) Where a driver is engaged to be available out of normal working hours for emergency calls in connection with water supply work, he shall be paid a standby allowance for such time as he is engaged to be available; provided that availability will not continue for a period of more than four weeks without a break of one week. Where availability is extended beyond two consecutive weeks double the allowance shall be paid for the remaining two weeks out of the four. Availability on statutory holidays shall be paid at double rates. The workers, when on availability out of hours, must be within reasonable call by telephone and if called out to work shall be paid at the appropriate overtime rates provided in the agreement.

	£	s.	d.	
Standby allowance	1	1	9	per day on days off.
	0	5	6	per day on any working day.

(h) The employer and the union agree that the rates of remuneration provided in clause 5 of this agreement shall be amended from time to time to incorporate any increases granted under Wage Worker Determination issued by the State Services Commission as the result of any survey of ruling rates of remuneration undertaken in accordance with the provisions of section 42 of the State Services Act 1962. It is further agreed that General Wage Orders of the Arbitration Court shall not apply to the rates of remuneration provided in this agreement.

Deductions

6. The employer may make a rateable deduction from the weekly wage for any time lost by the worker through sickness, accident, or default of the worker.

Holidays

7. (a) The recognised holidays shall be New Year's Day, 2 January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day and Boxing Day, and no deductions from wages shall be made in respect of such holidays: Provided that casual hands shall not be entitled to any pay for any such holidays until after one month's service. Should any of the above holidays, except Anzac Day, fall on a Saturday or a Sunday, the following Monday or Tuesday shall be observed.

(b) All work performed on Sundays or any of the holidays mentioned in subclause (a) shall be paid for at double the ordinary rate.

(c) Drivers required to work on any of the above holidays or on Saturdays or Sundays shall be paid a minimum of three hours at the appropriate rate, except that where workers engaged on standby are called out to work they shall be paid for the time actually worked with a minimum payment of three hours in any one day: Provided further, that a three hour minimum shall be paid for a second call out, except where work on the second call out is completed within the period of the first three hour minimum.

Annual Holidays

8. Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944, and amendment.

Overtime

9. (a) (i) Except where otherwise provided, all time worked beyond eight hours in any one day shall be considered overtime and shall be paid at the following rates: time and a half for the first three hours and thereafter double time.

(ii) Except in the case of shift workers, all time worked between midnight Friday and 6 a.m. Saturday shall be paid at double rates.

(iii) All time worked up to three hours between 6 a.m. and noon Saturday shall be paid for at the rate of time and a half and all time worked in excess of three hours or after noon on Saturdays shall be paid at double rate.

(b) No worker who works at least four hours overtime between the ordinary time for ceasing work and 3 a.m. the next day shall be required to work ordinary time unless double rates are paid or an eight hour break has occurred. Where, by virtue of the eight hour break, he loses time on the second day, such time shall be paid for at ordinary rates.

Casual Drivers

10. (a) Casual drivers may be employed and shall be paid 15 per cent higher rate than the permanent driver: Provided that this subclause 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 for such other employment, such drivers shall be paid the difference between that paid for their ordinary employment and the rate of pay as drivers, calculated on an hourly basis.

(b) A worker shall be deemed to be a casual driver who is not employed for five consecutive working days.

(c) No casual driver shall be employed if a permanent or relief driver is readily available at the particular depot and willing to perform the duties. Subject to reasonable availability arrangements this subclause shall apply to work provided for in subclause 5 (g) and provided further that such work shall be reasonably rostered amongst the available drivers.

Payment of Wages

11. Except in approved cases, wages shall be paid in full, weekly, in cash and on Wednesday during working hours. Wage calculations shall be based on the calendar week ending midnight Saturday.

Dirty Work

12. (a) Where the conditions of work are more injurious to health or clothing than those conditions in which the worker is usually engaged, then the worker so employed shall be paid the following allowance:

One to four and-one-half hours, inclusive, 1s. 4d.

Five to eight hours, inclusive, 2s. 8½d.

(b) What is to be determined as dirty work shall be a matter of mutual agreement between the employer and the worker or a representative of the union, and should they be unable to agree, the matter shall be referred to the local Conciliation Commissioner, whose decision shall be final; but such reference shall not involve the stoppage of work.

(c) This clause shall not apply where a special rate of wages has been provided for special classes of work.

(d) Bulldozer, grader and tractor loader drivers at refuse tip shall be paid 4½d. per hour extra.

Travelling Time

13. (a) 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 at a greater distance than 2 miles from the employer's depot or any other point which may be mutually agreed upon the worker shall proceed or be conveyed to and from such place at the expense of the employer (as the employer shall determine).

(b) Time reasonably occupied by the worker in travelling or time occupied in conveying the worker to and from such place beyond 2 miles mentioned above or the worker's home, whichever is the less, shall be allowed and paid for by the employer.

(c) The driver shall be at the place where the work is to be performed at the time for commencement of work.

(d) Any driver who is substantially employed in any one locality or any driver residing less than 2 miles from the place where the work is to be performed shall not be entitled to the allowances mentioned in this clause.

(e) Should any driver be engaged at one depot and then transferred to another (other than the Victoria Street Depot), the allowances mentioned in this clause shall be paid until he has been at the new depot for eight weeks: Provided that if the driver is transferred back to the original depot before the expiry of eight weeks the allowances shall cease forthwith. Provided, further, that this subclause shall not apply where a worker is transferred at his own request.

For the purpose of this clause all distances shall be measured by the usual and most convenient mode of access for foot passengers.

Morning and Afternoon Break and Meal Money

14. (a) A morning and afternoon break of not more than 10 minutes shall be allowed.

(b) The employer shall allow meal money at the rate of 5s. 6d. per meal when workers are required to work after 6 p.m. on any ordinary working day and after 1 p.m. on a Saturday, Sunday and award holiday: Provided that such workers cannot reasonably get home for their meals.

Term of Engagement

15. In the case of workers, other than casual hands, a week's notice of dismissal or resignation shall be given by the employer or the worker; but this shall not prevent the employer from dismissing any worker for any good cause. 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.

Definition of a Driver

16. This agreement shall apply to every employee whose principal duty consists of driving a vehicle and who is so occupied for 50 per cent or more of his time in any one week, but shall not apply to inspectors, foremen, gangers, chauffeurs, and water supply servicemen.

Driver's Duties

17. It shall be part of the ordinary duty of a driver to assist in loading and unloading the employer's vehicle.

The council 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 or ruling rate at such work: Provided

that he shall not be paid less than the driver's rate of pay. The provisions of this clause are subject to the terms of clause 16 above. Drivers operating their machines in dangerous localities shall have another man in attendance.

Unqualified Preference

18. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement, 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 agreement so long as he continues in any position or employment subject to this agreement.

(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 agreement.

(d) Every employer bound by this agreement commits a breach of this agreement 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 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 agreement.

Disputes

19. 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 provided for 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.

Accommodation

20. At all permanent depots with not less than six men permanently attached, a change and meal room, lockers and washing facilities and sanitary accommodation shall be provided, so as to be supplied as necessary.

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Term of Agreement

21. This agreement shall come into force on 27 September 1965 and shall remain in force until 28 February 1966.

Signed on behalf of the Auckland City Council—

[L.S.]

D. M. ROBINSON, Mayor.
G. D. SIMS, Town Clerk.

Signed and sealed at Auckland this 27th day of September 1965.

Signed on behalf of the Northern (Except Gisborne) Road Transport and Motor and Horse Drivers and Their Assistants Industrial Union of Workers—

L. EDWARDS, President.
L. SMITH, Acting Secretary.
