

NEW ZEALAND (EXCEPT AUCKLAND TWENTY-FIVE-MILE
RADIUS) **PASSENGER-TRANSPORT DRIVERS.**—AWARD

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

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.—
In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Road Transport and Motor and Horse Drivers and their

Assistants' Industrial Association of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

NORTHERN INDUSTRIAL DISTRICT

Advance Cars, Ltd. (J. Sterritt), Te Awamutu.
 Bond, W. T., and Son, Box 35, Huntly.
 Buses Ltd., High Street, Frankton Junction.
 Dalbeth Bros., Dargaville.
 Drake Bros., Opotiki.
 Gubbs Motors, Ltd., Warkworth.
 Hutley's Aard Motors, Awanui.
 Manunui Motor Services Co., Ltd., Manunui.
 Northern Motor Bus Co., Ltd., Bank Street, Whangarei.
 Robertson's Motors, Raglan.
 Te Kopuru-Dargaville Bus Co., Ltd., Te Kopuru.
 White, William, and Sons, Pollen Street, Thames.

Gisborne

Crest Taxi Co., Bright Street, Gisborne.
 Duco Motor Service, Ltd., 56 Lowe Street, Gisborne.
 Gisborne Borough Council, Carnarvon Street, Gisborne.
 Wileox, B., Derby Street, Gisborne.

TARANAKI INDUSTRIAL DISTRICT

Coltart, C., Ford Garage, Stratford.
 Fletcher, J. S., Purangi Road, via Inglewood.
 Gibson's Motors, Ltd., Egmont Street, New Plymouth.
 Williamson's Motor Service, Devon Street, New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT

Eastbourne Borough Council, Wellington.
 Kelburn-Karori Motor Bus Co., Ltd., Wellington.
 Murphy, E. J., Futter Street, Foxton.
 Madge Charabanc Motor Co., Ltd., Palmerston North.
 Newman Bros. (N.I.), Ltd., Wellington.
 Palmerston North City Council, P.O. Box 7, Palmerston North.
 Rutherford, D. R., care of Power and Pagan, Solicitors, Feilding.
 Smith, Martin, Masterton.
 Wills, B. H., Pahiatua.

Wanganui

Crichton, G. S., Ongo Road, Hunterville.
 Martin and Vernon, Taupo Quay, Wanganui.
 Wanganui River Services, Ltd., Taupo Quay, Wanganui.
 Webbs Motors, Ltd., Seddon Street, Raetihi.

Hawke's Bay

Crest Motor Service, 710 Karamu Road, Hastings.
 Hawke's Bay Motor Co., Ltd., Dickens Street, Napier.
 Hastings Suburban Bus Co., 907 Nelson Street, Hastings.
 Napier-Hastings Chequer Buses, Ltd., 94 Nelson Crescent, Napier.
 Napier Bus Co., P.O. Box 206, Napier.
 White Bus Service (W. H. Edkins), 324 High Street, Dannevirke.

MARLBOROUGH INDUSTRIAL DISTRICT

Chapman, G. J., Meehan Street, Blenheim.
Sutherland (De Luxe) Motors, Main Street, Blenheim.

NELSON INDUSTRIAL DISTRICT

Day's Nelson Gold Band Taxis, Ltd., Nelson.
Gibbs Motors, Ltd., Nelson.
McNab Motors, Tasman Street, Collingwood.
Newman Bros., Ltd., Nelson.
Nelson Suburban Bus Co., Ltd., Bridge Street, Nelson.

WESTLAND INDUSTRIAL DISTRICT

Coburn, S. A., Preston Road, Greymouth.
Denniston Motors, Denniston.
McGlashlin, H., Premier Garage, Greymouth.
Speirs, A. B., Kumara.

CANTERBURY INDUSTRIAL DISTRICT

Currans Motors, Kaikoura.
Cheviot Motor Co., Ltd., Rolleston Street, Cheviot.
Ecroyd Garage and Transport Co., Hawarden.
Midland Motorways Services, Ltd., 250 Durham Street, Christchurch.
Mount Cook Tourist Co., Box 226, Timaru.
Rink Taxis, Ltd., 104 Armagh Street, Christchurch.
Timaru Borough Council, Timaru.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Bryant, R. H., Kinloch, Lake Wakatipu.
Creighton, James, Naseby.
H. and H. Motors, Ltd., Spey Street, Invercargill.
Kurow Motor-garage and Service Co., Ltd., Kurow.
Peninsula Motor Services, Ltd., Dunedin.
Southland News Co., Ltd., Dee Street, Invercargill.
Southland Times Co., Ltd., Invercargill.
Weavers, A. G., Box 238, Invercargill.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 19th day of November, 1946, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 19th day of November, 1945.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

PART I.—RELATING TO OMNIBUS-DRIVERS

Application

1. (a) This Part of this award shall apply only to drivers of motor-omnibuses substantially engaged in town and suburban passenger transport.

(b) No service at present operating under Part I of this award as at 14th September, 1945, shall be allowed to operate under Part II hereof unless circumstances arise to warrant such change: Provided, also, that any such transfer shall be subject to mutual arrangement between the employer and the union.

Hours of Work

2. (a) The ordinary hours of work shall be forty, to be worked on five days in each week, Monday to Saturday, both days included.

(b) The daily hours shall not exceed nine, to be worked within a span of twelve consecutive hours: Provided that where the exigencies of any business require special provisions, the matter may be dealt with by a disputes committee as hereinafter provided, and, failing an agreement being reached, application may be made to the Court of Arbitration for such special provisions, and power for the Court to deal with such application is hereby reserved.

(c) Where shift-work is performed, a "day" for the purpose of the last preceding subclause shall be deemed to mean a period of twenty-four consecutive hours from 1.30 a.m. to 1.30 a.m.

(d) One period of twenty-four consecutive days off duty shall be allowed to each driver in each week on one of the days mentioned in subclause (a), and this shall be a calendar day or from 1.30 a.m. to 1.30 a.m.

(e) A worker signed on on his rostered day off shall receive a minimum of four hours.

(f) *Time worked.*—The hours of work provided for in subclauses (a) and (b) of this clause shall include all time worked by drivers in performing duties appertaining to their calling, but shall not include meal intervals of thirty minutes or more or time during which a driver is booked off duty and no work is performed.

(g) *Booking off.*—No driver shall be booked off duty for any lesser period than one hour, nor more than once during any one day: Provided that for the purposes of this subclause meal intervals not exceeding one hour shall not be deemed to be periods booked off: Provided, also, that booking off for meals shall not occur at intervals of less than four hours: Provided, further, that should any difficulty arise through the fixing of one as the number of booked-off periods, the matter shall be referred to the disputes committee for settlement. Except in the case of contract vehicles, a driver shall not be booked off for a period exceeding three hours nor more than once in a day at a place other than his booking-on place.

(h) Broken shifts shall not exceed three in twelve or six broken shifts in one week in cases in which workers change shifts in regular rotation. For broken shifts in excess of those provided for herein, 1s. 6d. extra per shift shall be paid: Provided that, where the exigencies of any business require special provisions in respect of broken shifts, the matter may be dealt with by a disputes committee as hereinafter provided, and, failing an agreement being reached, application may be made to the Court of Arbitration for such special provisions, and power for the Court to deal with such application is hereby reserved.

(i) *Meal Intervals.*—Ordinarily one hour shall be allowed for a meal, but this may be curtailed by agreement, provided that the meal interval shall not be less than half an hour. No driver shall be required to work more than five and a half hours continuously without an interval for a meal.

(j) The employer 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. Such time-books shall be available for inspection by a representative of the union by arrangement with the employer.

(k) *Roster.*—The employer shall post in a conspicuous place a roster stating the shifts and days off. Reasonable notice shall be given of any change in the roster. Where reasonably practicable, the roster shall be so arranged that the a.m. and p.m. shifts shall be equally distributed among the drivers.

(l) A driver, having completed his shift, shall not be booked on again until the expiration of ten hours from the time of booking off.

(m) Where reasonably practicable, the employer shall make arrangements to relieve the driver of the responsibility for his cash and tickets on booking off duty.

Wages

3. Except where otherwise provided, the minimum wage payable to omnibus-drivers covered by this Part of the award shall be £6 1s. 8d. per week.

Overtime

4. (a) Except as otherwise provided, all time worked in excess of the weekly or daily hours prescribed in this Part of the award shall be paid for at the rate of time and a half for the first four hours and thereafter double time.

(b) Except in the case of contract vehicles, all time worked between 1.30 a.m. and 5.30 a.m. shall be paid for at double time rates: Provided, however, that this shall not apply to cleaning and preparing buses done by workers on night-shift.

PART II.—RELATING TO SERVICE-CAR DRIVERS

Application

5. Part II of this award shall apply to drivers of all motor-vehicles engaged in passenger transport other than those covered by Part I hereof, but not including the drivers of taxi-cabs engaged in town and suburban passenger transport.

Hours of Work

6. (a) The ordinary hours of work shall be forty per week, Monday to Saturday, both days inclusive. Notwithstanding the foregoing, up to four additional hours in any one week may be worked at the ordinary hourly rate, ascertained by dividing the weekly wage prescribed in clause 7 by forty. Notwithstanding the foregoing, in special cases where owing to the exigencies of the business it may be necessary to vary the prescribed weekly hours, these may be varied by agreement with the union. Failing such agreement, the matter shall be referred to a disputes committee for decision.

(b) The daily hours shall not exceed ten, to be worked within a span of thirteen consecutive hours: Provided that in cases in which time-tables fixed by transport-licensing authorities necessitate the working of eleven hours in any day, overtime shall not be payable except in excess of eleven hours.

(c) The hours of work provided for in subclauses (a) and (b) of this clause shall include all time worked by drivers in performing duties appertaining to their calling, but shall not include meal intervals of thirty minutes or more or time during which a driver is booked off duty and no work is performed.

(d) *Booking off.*—No driver shall be booked off duty for any lesser period than one hour nor more than once during any day: Provided that for the purposes of this subclause meal intervals not exceeding one hour shall not be deemed to be periods booked off: Provided, also, that booking off for meals shall not occur at intervals of less than four hours.

(e) *Day off.*—One period of twenty-four consecutive hours off duty shall be allowed to each driver in each week. This period may be a Sunday and, as far as is reasonably practicable, shall be a calendar day or from 1.30 a.m. to 1.30 a.m. Where practicable, the employer shall allow the day off at the driver's normal booking on place.

(f) *Meal Intervals.*—No driver shall be required to work more than five and a half hours without an interval for a meal.

(g) It shall be competent for an employer to work shifts. Where shift-work is performed, a "day" for the purpose of this subclause shall be deemed to mean a period of twenty-four consecutive hours from 1.30 a.m. to 1.30 a.m.

(h) The employer 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. Such time-books shall be available for inspection by a representative of the union by arrangement with the employer.

Wages

7. The minimum wage payable to drivers of service cars covered by this Part of the award shall be £6 1s. 8d. per week.

Overtime

8. (a) Except as otherwise provided, time worked in excess of the weekly or daily hours prescribed shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) All time worked between 1.30 a.m. and 5 a.m. shall be paid for at double time rates.

PART III.—GENERAL: RELATING TO ALL DRIVERS

Application

9. This Part of this award shall apply to all drivers covered by Parts I and II of this award.

Substitutes

10. No extra payment shall be due to a driver who, with the consent of the employer and by mutual agreement with another driver in the same employ, works on his day off as a substitute for such other driver.

Casual Drivers

11. (a) Drivers employed for a period of less than one week shall be deemed to be casual drivers, and may be employed at a wage of 3s. 6d. per hour ordinary time, and 4s. 1d. per hour for any time worked in excess of ten hours on any one day. This clause shall not apply to regular employees whose substantial employment is not that of driving, but who may be employed occasionally or in emergency at driving.

(b) In any case in a rural area where an employer shall consider that this clause may require adjustment to meet some local need in respect of school buses and/or rural mail contracts, and the parties cannot come to an agreement, it shall be dealt with under the disputes clause.

Increase in Rates of Remuneration

12. All rates of remuneration, including time and piece wages and overtime and any other special payments, provided for in this award shall be increased to the extent and in the

manner prescribed by the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively.

EXPLANATORY NOTE.—(1) The general order of the 9th August, 1940, increased *rates of remuneration* determined by awards and industrial agreements and apprenticeship orders by an amount equal to 5 per cent. thereof.

(2) (a) The general order of the 31st March, 1942, further increased *rates of remuneration* determined by awards and industrial agreements and apprenticeship orders (inclusive of the 5 per cent. increase provided by the general order of the 9th August, 1940) by an amount equal to 5 per cent. thereof, but excluded from the increase such portion of the *remuneration* of each worker as exceeded—

- (i) The amount of £5 a week in the case of male workers twenty-one years of age and over;
- (ii) The amount of £2 10s. a week in the case of female workers twenty-one years of age and over;
- (iii) The amount of £1 10s. a week in the case of male and female workers under twenty-one years of age; and
- (iv) The amount of £1 10s. a week in the case of apprentices under apprenticeship orders.

(b) The increase in *rates of remuneration* provided by the order referred to in (a) hereof applied to the unexcluded portion of the *remuneration* of each worker, irrespective of his or her total weekly *remuneration*.

(3) The term "*rates of remuneration*" includes time and piece wages and overtime and any other special payments. The term "*remuneration*" means actual earnings, including time and piece wages and overtime and any other special payments.

Medical Examination of Drivers

13. An employer may at any time require any driver to submit himself to medical examination by a medical officer nominated by the employer, provided that such examination shall be at the expense of the employer.

Duties of Drivers

14. (a) It shall be part of the ordinary duty of a driver to assist at any work which may be required of him, other than driving, for the purpose of filling in time, provided he is paid at the drivers' rate of pay.

(b) Where a driver is required to wash and clean his vehicle he shall be supplied with gum boots or clogs.

Payment of Wages

15. (a) Wages shall be paid regularly weekly on a day not later than Thursday and shall be paid in the employer's time.

(b) An employer shall be entitled to make a rateable deduction from the wages of any worker for time lost through sickness or default of the worker or through accident not arising out of and in the course of the employment.

Definition of Shift

16. A straight shift for the purpose of the award shall mean a shift with no break except for meal intervals.

Uniforms

17. If workers are required to wear special uniforms, these shall be provided by and remain the property of the employer. Where such uniforms require to be laundered, this shall be done at the employer's expense.

Contract Vehicles and Special Trips

18. Where a worker is required to work a shift off his regular route he shall be paid for time which elapses between the time he leaves the starting-place until he returns to that place, but not exceeding in any case eight hours' pay in any one day, notwithstanding that such absence may be longer than eight hours: Provided that, where the time so taken is less than eight hours, the worker shall only be entitled to payment for the actual time he is away, and if the eight hours is exceeded he shall be paid for the actual working-time in any event.

Notwithstanding anything contained in this award, drivers employed in driving vehicles on special tours extending beyond one day may make special arrangements with their employers as to overtime payment.

Holidays

19. (a) In lieu of statutory and annual holidays, employers shall allow each worker a paid holiday of three consecutive weeks on the completion of each nine months of service with the same employer. Subject to the provisions of the Annual Holidays Act, a worker employed for less than nine months shall be allowed a proportionate holiday on the termination of his employment. Such holiday shall be allowed within six months of the due date. For the purpose of this award, qualifying service shall commence on the date of coming into operation of this award or the day of a worker's engagement if subsequent to that date.

(b) Drivers shall work, if required, on Sundays, in which case all time worked shall be paid for at double the rate fixed for the ordinary hours of work. Such time shall not be counted in the prescribed daily or weekly hours.

(c) Workers signed on on Sunday shall receive a minimum of four hours' pay.

Road Expenses

20. Where a driver is required to be absent from his place of residence at night, or by day, on special or contract trips, all accommodation and meals shall be arranged with the driver and paid for by his employer.

Terms of Engagement

21. Except in the case of casual workers, the employment shall be a weekly one, and may be determined by one week's notice on either side. This, however, shall not prevent the summary dismissal of a worker for misconduct or other good cause.-

Workers to be Members of Union

22. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen 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 award for workers of the age of twenty-one 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 award and shall be liable accordingly.

(d) 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.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers

23. (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 fourteen 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.

Right of Entry

24. Every employer bound by this award shall permit the secretary or other authorized officer of the union to enter at all reasonable times (to be mutually arranged between the employer and the union) upon the premises and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Disputes Committee

25. 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, 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 fourteen days after such decision has been made known to the party desirous of appealing.

Application of Award

26. This award 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 the award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

Scope of Award

27. This award shall operate throughout the Northern Industrial District (except that area lying within a radius of twenty-five miles of the Chief Post-office of Auckland City), Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

As to Retrospective Wage Increases

28. During the period 1st April, 1945, to 31st October, 1945, the weekly rates of wages prescribed by clauses 3 and 7 of the New Zealand Passenger-transport Drivers' award, dated the 1st day of June, 1938 (38 Book of Awards 1253), as amended by order of the Court dated the 22nd day of June, 1945 (45 Book of Awards 686), shall be increased by 1s. 9d. per week, which amount shall not be affected by the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively. For the purposes of this clause the provisions of clauses 3 and 7 of the aforementioned award shall be deemed to be incorporated in and to form part of this award.

Term of Award

29. This award, in so far as it relates to the rates of wages prescribed by clause 28 hereof, shall be deemed to have come into force on the 1st day of April, 1945, and so far as it relates to other rates of wages shall be deemed to have come into force on the 1st day of November, 1945; and so far as all the other conditions are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 19th day of November, 1946.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 19th day of November, 1945.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The only matter referred to the Court related to the under-rate workers' clause. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council. Wages have been made payable retrospectively, in accordance with the agreement of the parties.

A. TYNDALL, Judge.
