

NEW ZEALAND (EXCEPT AUCKLAND 25-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 1954; 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 under-mentioned union, council, persons, firms, and companies (hereinafter called “the employers”):

New Zealand Motor Omnibus and Service Car Proprietors Industrial Union of Employers, 171 The Terrace, Wellington.

NORTHERN INDUSTRIAL DISTRICT

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

GISBORNE

Gisborne Borough Council, Carnavon Street, Gisborne.
Wilcox, B., Derby Street, Gisborne.

TARANAKI INDUSTRIAL DISTRICT

Gibson's Motors Ltd., Egmont Street, New Plymouth.
Taranaki Education Board District School Bus Proprietors Association, P.O. Box 119, Stratford.

WELLINGTON INDUSTRIAL DISTRICT

Newman Bros. (N.I.) Ltd., Wellington.

WANGANUI

Martin and Vernon, Taupo Quay, Wanganui.
Wanganui River Services Ltd., Taupo Quay, Wanganui.

HAWKE'S BAY

Hawke's Bay Motor Co. Ltd., Dickens Street, 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

Collingwood Motor Services, Collingwood.
Nelson Suburban Bus Co. Ltd., Bridge Street, Nelson.
Newman Bros. Ltd., Hardy Street, Nelson.

WESTLAND INDUSTRIAL DISTRICT

Coburn, S. A., Preston Road, Greymouth.
Denniston Motors, Denniston, Greymouth.
McGlashin, H., Premier Garage, Greymouth.

CANTERBURY INDUSTRIAL DISTRICT

Ecroyd Garage and Transport Co., Hawarden.
Midland Motorways Services Ltd., 40-46 Litchfield Street, Christchurch.
Mount Cook Tourist Co., P.O. Box 226, Timaru.
Timaru City Council, Timaru.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Bryant, R. H., Kinloch, Lake Wakatipu.
H. and H. Motors Ltd., Spey Street, Invercargill.
Kurow Motor Garage and Services Ltd., Kurow.
Peninsula Motor Services Ltd., Dunedin.
Southland News Co. Ltd., Dee Street, Invercargill.

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 27th day of September 1963 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 27th day of March 1962.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE
Application

1. This award shall apply to all drivers (except those employed by the Eastbourne Borough Council) of passenger transport vehicles not covered by another award.

Hours of Work

2. (a) The ordinary hours of work shall be 40 per week, to be worked on five days in each week, Monday to Saturday, both days inclusive.

(b) The daily hours shall not exceed eight hours, to be worked within a span of 11 consecutive hours.

(c) In any case where a timetable trip (whether single or return) fixed by a Transport Licensing Authority necessitates a driver working in excess of eight hours to complete that trip, overtime shall not be payable except in excess of 11 hours of work or span.

This subclause shall apply only to those drivers regularly employed on the same route for at least four days in any one week: Provided that any driver to whom this subclause applies who is required to work on a fifth day in that week be paid a minimum of eight hours at appropriate rates for such day.

(d) *Meal Intervals*—When a driver is on duty eight hours or less, not more than one hour shall be the total time allowance for meals in any one day: Provided that when the period of duty exceeds eight hours any additional meal break required under the Transport Licensing Regulations shall not exceed half an hour.

(e) *Time Worked*—The hours of work provided for in subclauses (a), (b), and (c) of this clause shall include all time worked by drivers in performing duties appertaining to their calling, but shall not include meal intervals of 30 minutes or more or any time during which a driver is booked off duty and no work is performed.

(f) *Booking Off*—No driver shall be booked off duty for any lesser period than one hour, or for a longer period than three hours, or 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 union and, failing an agreement, to the disputes committee for settlement as provided in clause 13 hereof.

(g) When a driver is booked off other than at his booking on place, the employer shall make provisions for the safe custody of the driver's cash and tickets during such period.

(h) *Day Off*—The employer shall allow a day off in each calendar week, such day off to be allowed at the driver's normal booking on place, except in the case of contract or special trips exceeding five days.

(i) For the purpose of this award, "a day" shall be deemed to mean a period of 24 consecutive hours, being a calendar day, or from 12.30 a.m. to 12.30 a.m.: Provided that when a driver's duty extends beyond 12.30 a.m. the minimum periods prescribed in clauses 5 (b) and 6 (c) shall not apply, and the time after 12.30 a.m. shall be deemed to be part of the preceding day's work, but the rate of payment shall be that appropriate to the hour at which the work is performed: Provided, also, that no driver shall be booked off under subclause (f) of this clause between the hours of 12.30 a.m. and 5.30 a.m.

(j) *Broken Shifts*—Broken shifts shall not exceed three in 12; six broken shifts may be worked in one week in cases in which workers change shifts in regular rotation.

(k) For the purposes of subclause (j) of this clause and subclause (f) of clause 6 of this award shifts shall be deemed to mean periods when workers are engaged at work on which during the same day of 24 hours from midnight to midnight one or more workers take over the duties of another worker or group of workers.

(l) *Variation*—Notwithstanding the foregoing, in special cases where it may be necessary to meet the exigencies of the business, any of the conditions herein (clause 2) may be varied by agreement with the union. Failing such agreement the matter shall be referred to a disputes committee as provided in clause 13 hereof.

Roster

3. The employers shall post in a conspicuous place a roster showing the shifts and days off. Seven days' 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.

Wages and Payments

4. (a) Except where otherwise provided the minimum rate of wages payable to all drivers covered by this award shall be £13 15s. per week.

(b) Wages shall be paid weekly on a day not later than Thursday and shall be paid in the employer's time. A pay slip, showing the computation of the worker's earnings, including overtime and all other payments, shall be included in the pay envelope.

(c) 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 or in the course of the employment.

(d) The employer shall provide a time-book or time-sheet in a similar form as provided for in the Transport Licensing Regulations 1950, regulation 30, clause 4, 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 or time-sheets shall be available for inspection by a representative of the union by arrangement with the employer, and shall also be available to the driver on pay day.

Overtime

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

(b) If a worker is called on to work on a Saturday or any other day when it is his rostered day off, he shall be paid at overtime rates, with a minimum of four hours.

(c) In no case shall any payment exceed double the ordinary rate.

Extra Payments

6. (a) *Saturdays*—If Saturday is rostered as one of the five ordinary working days of the week, it shall be paid for at the rate of half ordinary time additional for the time worked.

(b) All time worked between 12.30 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 other than drivers on night shift.

(c) *Sundays*—Drivers shall, if required, work on Sundays, which time shall not be counted in the prescribed weekly hours. Drivers shall be paid double ordinary time rates for all time worked on Sundays, with a minimum of four hours, whether or not the weekly hours have been exceeded. The conditions of subclauses (d) and (f) of clause 2 shall apply to Sunday work.

(d) Road expenses shall be paid in accordance with subclause (d) of clause 10 hereof.

(e) Where a worker is booked off duty during any one day under the conditions prescribed in subclause (f) of clause 2, he shall be paid the sum of 1s. in respect of that day's booking off in addition to his ordinary wage: Provided, however, that such payment shall not be made to any worker in respect of any day or days during which he has worked a shift for which he is entitled to receive an extra payment under subclause (f) of this clause.

(f) Workers employed on rostered shifts any portion of which falls between 7 p.m. and 5.30 a.m. and/or on broken shifts in excess of those provided for in subclause (j) of clause 2 of this award shall be paid 3s. 6d. extra per shift: Provided, however, that only one such extra payment shall be payable in respect of any particular shift.

(g) All work performed on Good Friday, Anzac Day, and Christmas Day shall be paid at double time rates.

(h) Where an additional meal break is required under subclause (d) of clause 2 a meal allowance of 5s. shall be paid or a suitable meal provided unless 24 hours' notice has been given of such additional meal break.

Holidays

7. (a) In lieu of statutory and annual holidays, each employer shall allow each worker in his employ 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 1944 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 three months of the due date.

(b) Not less than 14 days' notice of the date on which the worker is to begin any annual holiday shall be given by the employer.

Substitutes

8. A driver may substitute for another driver by mutual agreement, and subject to the consent of the employer (which consent shall not be unreasonably withheld), but no extra payment or privilege shall be due to any driver who substitutes for another under this agreement.

Casual Drivers

9. (a) Drivers employed for a period of less than one week shall be deemed to be casual drivers, and shall be paid at the rate of 15 per cent in excess of the appropriate rates set out in this award *pro rata* to the hours worked. This clause shall not apply to other regular employees whose substantial employment is not that of driving, but who may be employed occasionally or in an emergency at driving.

(b) No casual driver shall be employed if a permanent driver is available and willing to perform the duties.

(c) In any case where an employer shall consider that this clause may require adjustment to meet some local need, the matter may be varied by agreement with the union, and if the parties cannot come to an agreement it shall be dealt with under the disputes clause.

Contract and Special Trips

10. (a) Drivers may be employed on contract or special trips, in which cases the following conditions shall apply:

On Trips Completed Within 24 Consecutive Hours:

- (i) Where the elapsed time away from the depot is less than eight hours the driver shall be paid for the elapsed time away from the depot:
- (ii) Where the elapsed time away from the depot exceeds eight hours the driver shall be paid in accordance with the hours specified in subclause (b) of clause 2 of this award, with a minimum of eight hours in a span of 11 hours.

On Trips Extending Beyond 24 Hours:

A driver shall be paid for the actual time worked in accordance with the daily or weekly hours as prescribed in this award.

(b) The conditions of paragraphs (i) and (ii) of subclause (a) of this clause shall also apply to men employed on contract or special trips on rostered days off and on Sundays, and in such cases the appropriate rates of pay shall apply notwithstanding that the 11-hour span is exceeded.

(c) Where a driver on trips not exceeding five days is not required to work on any day or days, he shall be paid a minimum payment as for eight hours worked for each of such days at the appropriate rate.

(d) *Road Expenses*—Where a driver is required to be absent from his permanent place of residence on contract or special trips the following conditions shall apply:

- (i) On overnight trips all accommodation and meals shall be arranged and paid for by the employer. Such accommodation where available at the destination to be of three star standard.
- (ii) On special or contract trips completed in the same day the employer shall reimburse the driver for the amount paid by him for all his meals on the trip.

Conditions

11. (a) *Duties of Drivers*—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: Provided he is paid at not less than the driver's rate of pay.

(b) *Medical Examination of Drivers*—An employer may at any time require any driver to submit himself for medical examination by a medical officer nominated by the employer: Provided that such examination shall be at the expense of the employer.

(c) *Uniforms and Equipment*—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. Dust coats shall be supplied when the driver is required to handle freights such as motor-tyres, batteries, prams, etc.

Where a driver is required to wash and clean his vehicle, gumboots or clogs and waterproof aprons or overalls shall be made available by the employer according to the type of work involved.

(d) *Term of Engagement*—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.

(e) *Accommodation, etc.*—Where there are five or more employees employed by one employer a suitable room shall be provided for the use of employees with suitable locker accommodation for each employee. Dining facilities with all requisite utensils and provisions to enable boiling water to be obtained shall be made available therein. Also proper sanitary provisions with hand basin shall be provided with separate entrance outside such room. No tyres, oil, fuel, or other accessories shall be stored in such room.

(f) After a worker has completed 12 months' service with the same employer, the cost of the medical examination required by regulation 3 of the Motor Drivers Regulations 1940 (Serial Number 1956/95) before his driver's licence is renewed shall be met by the employer.

Right of Entry

12. Every employer bound by this award shall permit the secretary or other authorised 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

13. 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. If the committee is unable to decide the question, then the chairman shall give a decision or refer the matter to the Court. 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.

Unqualified Preference

14. (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 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 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 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.

(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.

Application of Award

15. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every industrial union, industrial association, or employer who, not being an original party hereto, is, when this 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

16. This award shall operate throughout the Northern Industrial District (except that area lying within a radius of 25 miles of the chief post-office of Auckland city), and the Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

Term of Award

17. 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 working week in each establishment commencing on or after the 17th day of November 1961, 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 27th day of September 1963.

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 27th day of March 1962.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, which incorporates the terms of settlement arrived at by the parties, includes a clause designed to operate as an unqualified preference provision within the meaning of section 174 of the Industrial Conciliation and Arbitration Act 1954 (as amended by the Industrial Conciliation and Arbitration Amendment Act 1961). Section 174B directs that the Court in making any award shall insert therein an unqualified preference provision only if it is satisfied under the first alternative that such a provision has been agreed upon by all the assessors in the course of an inquiry into an industrial dispute by a Council of Conciliation. For the purposes of section 174B the Court is satisfied to accept the complete settlement arrived at by the parties and executed by or on behalf of all the assessors as proof that the unqualified preference provision has been agreed to by all the assessors, and clause 14 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.