

AUCKLAND (25-MILE RADIUS) PASSENGER TRANSPORT DRIVERS—AWARD

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

Abbotts Motors Ltd., Beachlands, Auckland.
 Auckland Bus Co., Great North Road, New Lynn, Auckland.
 Birkenhead Transport Co., Hauraki Road, Birkenhead, Auckland.
 Bonnici's Motors, 30 Ennismore Road, Mount Albert, Auckland.
 Commercial Buses, Harbour View Road, Woodlands Park, Titirangi, Auckland.
 Eastern Buses Ltd., Bucklands Beach, Auckland.
 Green Line Bus Co., Point Chevalier, Auckland.
 Howick Bus Co., Howick, Auckland.
 North Shore Ferries, Auckland.
 North Shore Transport Co., The Terrace, Takapuna, Auckland.
 Passenger Transport Co., Great South Road, Otahuhu, Auckland.
 Suburban Bus Co. Ltd., Captain Springs Road, Te Papapa, Auckland.
 Tate's Motors, Orewa, Auckland.
 Weymouth-Manurewa Bus Co., Weymouth, Auckland.
 Whenuapai Bus Co., Whenuapai, Auckland.

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 2nd day of March 1965 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 2nd day of September 1963.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE
Application

1. This award shall apply to the parties named herein, and to their employees engaged in the industry of passenger transport operating within that area 25 miles from the Auckland Chief Post Office, but shall not apply to a driver engaged in driving a vehicle on a service extending 25 miles or more from the Auckland Chief Post Office.

Hours of Work

2. (a) The ordinary hours of work shall not exceed 40 hours in any week and shall be worked on any five of the seven days of the week. For the purpose of this award the week shall be deemed to end at 12.30 a.m. on Monday.

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

(c) Where shift work is performed a "day" for the purpose of the last preceding subclause shall be deemed to mean a period of 24 consecutive hours from 12.30 a.m. to 12.30 a.m.: Provided that a driver finishing a last trip which commenced before 12.30 a.m. shall not be deemed to be commencing a new day but shall be paid for time worked after 12.30 a.m. at the rate of double time.

(d) Two periods of 24 consecutive hours off duty shall be allowed to each driver in each week; such periods shall be calendar days or from 12.30 a.m. to 12.30 a.m.

(e) A worker signed on on a rostered day off shall receive a minimum of five hours' pay at the appropriate rate: Provided that in the case of a contract special call-back being cancelled for any reason the driver concerned, unless notified by 8 p.m. the previous day, shall be entitled to a payment of £1 if work is not made available.

(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 or time during which a driver is booked off duty and no work is performed.

(g) *Booking Off*—(i) *Broken Shifts*: No driver shall be booked off duty for any lesser period than one hour, or for a longer period than three hours, nor more than once during any one day, nor at a place other than the booking on place: Provided that for the purposes of this subclause meal intervals not exceeding one hour shall not be deemed to be periods booked off. Where practicable there shall be only one book off period of not more than four hours on a broken shift, which book off period shall include the meal interval.

(ii) *Straight Shifts*: In the case of a straight shift there shall be one book off period of not more than one hour for a meal: Provided that when a worker is required to continue working on overtime or is called back to work overtime then a second meal interval may be allowed. The length of such meal interval shall be agreed upon between the employer and the worker, but shall be not less than half an hour or more than one hour.

(iii) *Applying to All Workers*: No worker shall be booked off for a meal until he has been on duty for at least three hours from the time he commenced his shift.

(h) Broken shifts shall not exceed three in 12: Provided that this shall not prevent six broken shifts being worked in one week in cases in which workers change shifts in regular rotation: Provided, further, that where the exigencies of any business require special provisions in respect of broken shifts additional broken shifts may be allowed by agreement between the union and the employer.

Workers employed on rostered shifts, any portion of which falls between 7 p.m. and 5.30 a.m. and/or broken shifts in excess of those provided for in this subclause, 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.

(i) *Meal Intervals*—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. Where a second meal is necessary such meal shall be provided by the employer, or a meal allowance of 5s. shall be paid for such meal.

(j) (i) 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.

(ii) Details of the worker's wages including ordinary, overtime, and any other payments due shall be supplied to each worker weekly.

(k) The employer shall post in a conspicuous place a roster stating the shifts and the days off. Except in the case of an emergency, 72 hours' notice shall be given of any change in the roster: Provided that where it is necessary to change the roster because of a holiday period seven days' notice shall be given of any change in the roster. When reasonably practicable, the roster shall be so arranged that the a.m. and p.m. shifts shall be equally distributed among drivers.

(l) A driver, having completed his shift, shall not be booked on again until the expiration of 10 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 in the case of casual drivers, the minimum rate of wages for omnibus drivers covered by this award shall be £14 15s. per week.

Overtime

4. (a) Except as otherwise provided, all time worked in excess of the weekly or daily hours prescribed in this award shall be paid for at the rate of time and a half for the first four hours and thereafter double time computed on a weekly basis: Provided that where the daily and weekly hours have both been exceeded in the one week overtime shall only be paid once, that is on whichever of the two is greatest.

(b) Except as otherwise provided for in subclause (c) of clause 2, all time worked between 12.30 a.m. and 5.30 a.m. shall be paid for at overtime rates.

Substitutes

5. 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

6. (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 15 per cent in excess of the appropriate rate set out in this award. This subclause 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.

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

Medical Examination of Drivers

7. (a) 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.

(b) After he has completed 12 months' service with his employer, the driver's annual medical examination shall be at the expense of the employer.

Duties of Drivers

8. It shall be part of the ordinary duty of a driver to assist at any work in connection with the buses which may be required of him, other than driving, for the purpose of filling in time.

Payment of Wages

9. (a) Wages, including overtime, 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

10. A straight shift for the purpose of the award shall mean a shift with no break except one meal interval or two meal intervals when overtime is worked as provided for in subclause (g) of clause 2.

Uniforms

11. 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.

Saturdays, Sundays, and Special Days

12. (a) If the day is rostered as one of the five ordinary working days of the week, the following payments shall be made:

(i) For time worked on a Saturday, New Year's Day, Anniversary Day, Easter Monday, the birthday of the reigning Sovereign, Labour Day, or Boxing Day: The rate of half ordinary time additional.

(ii) For time worked on a Sunday, Christmas Day, Good Friday, or Anzac Day: The rate of ordinary time additional.

(b) If the day is rostered as one of the days off duty provided for in subclause (d) of clause 2 hereof, the following rates shall be paid:

(i) For time worked on a Saturday, New Year's Day, Anniversary Day, Easter Monday, the birthday of the reigning Sovereign, Labour Day, or Boxing Day: Overtime rates.

(ii) For time worked on a Sunday, Christmas Day, Good Friday, or Anzac Day: The rate of double ordinary time.

(c) A worker signed on on a Saturday, Sunday, or special day referred to in this clause shall be paid for the minimum periods stated:

(i) If the day is rostered as one of the five ordinary working days of the week: A minimum of seven hours.

(ii) If the day is rostered as one of the days off duty provided for in subclause (d) of clause 2 hereof: A minimum of five hours.

(d) In no case under this award shall the payment for time worked on any of the days specified herein exceed double ordinary time rates.

Holidays

13. 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 and the employer shall notify the driver one month before his holiday is to be taken.

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.

Road Expenses

14. Where a driver is required to be absent from his home at night on special or contract trips all accommodation and meals shall be arranged with the driver and paid for by his employer.

Terms of Engagement

15. 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.

Contract Vehicles and Special Trips

16. (a) Subject to subclause (b) of this clause each day on which a driver is engaged on a contract or special trip shall count and be paid for as a day of eight hours worked: Provided that if the time spent in actually driving exceeds eight hours the actual driving time shall be paid for, but if his absence from his booking on place is less than eight hours the driver shall only be entitled to payment for the actual time he is away. The span of 11 hours shall apply to this clause.

(b) In case of contract or special trips exceeding six days, a driver shall be given a day off, such day off to be given as close as practicable to his normal day off.

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.)

Right of Entry

18. 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

19. 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, but not provided for herein, 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. 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.

Accommodation

20. 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 provision 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.

Term of Award

21. 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 9th day of July 1963, 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 2nd day of March 1965.

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 2nd day of September 1963.

[L.S.]

A. TYNDALL, Judge.

1863

MEMORANDUM

The only matters referred to and settled by the Court were the wage rate (clause 3), and the term of award, including the operative date of wage provisions.

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.
