

EASTBOURNE BOROUGH COUNCIL PASSENGER-TRANSPORT DRIVERS — INDUSTRIAL AGREEMENT

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 this 26th day of June 1970 between Eastbourne Borough Council and the Eastbourne Passenger Transport Drivers Industrial Union of Workers whereby it is agreed as follows:—

APPLICATION

1. This award shall apply to all drivers of public passenger-transport vehicles employed by the Eastbourne Borough Council.

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) Meal Intervals: One hour shall be allowed for meals, and except in the case of contract and special trips the signing off and on in these periods shall be at the main Omnibus garage of the Employer where the maximum shifts commence. These intervals may be curtailed by agreement with the Union, but in no instance shall less than 30 minutes be taken.

(d) Time Worked: The hours of work provided for in sub-clauses (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.

(e) Booking Off: No driver shall be booked off duty for any lesser period than one hour, or for a longer period than three hours inclusive of any meal break or more than once during any one day: Provided that for the purpose of this sub-clause meal intervals not exceeding one hour shall not be deemed to be periods booked off. Also booking off for meals shall not occur at intervals of less than four hours. Further, 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.

(f) 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.

(g) For the purpose of this agreement, 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.

(h) 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.

(i) 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 Employer 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 of wage payable to all drivers covered by this agreement shall be \$46.00 per week.

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

(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 and in the course of the employment.

(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:

(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.

(e) The employer shall provide a time-book or time-sheet in a similar form as provided for in the Transport Licensing Passenger Regulations 1936, regulation 20, 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 arrangements with the employer.

OVERTIME

5. (a) Except as otherwise provided, all the time worked in excess of the weekly or daily hours or all time in excess of the daily span of hours prescribed in this agreement 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) Except in the case of contract vehicles 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 on night shift.

(c) Except in the case of payments for shifts extending beyond 7 p.m. and 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) If a worker is called in to work on Saturday or any other day when it is his rostered day off, he shall be paid at double rates with a minimum of four hours.

(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 sub-clauses (c) and (e) of clause 2 shall apply to Sunday work.

(d) An hour and a half minimum payment will come into force in any of the following circumstances:

(i) Where there has been any extension to a driver's shift without at least six hours notification.

(ii) Where a special trip or a night trotting meeting is cancelled and the driver is not notified at least six hours before signing on time.

(iii) Where a driver's shift has been extended to cover a special trip or a night trotting meeting, which special trip or night trotting meeting is subsequently cancelled and the driver not notified within one hour of his normal signing off time.

(e) Road expenses shall be paid in accordance with sub-clause (d) of clause 4 hereof.

(f) Workers employed on rostered shifts extending beyond 7 p.m. and/or on

broken shifts shall be paid 50c extra per shift, Saturday and Sunday inclusive: Provided however that only one such extra payment shall be payable in respect of any particular shift. (A broken shift is deemed to be one which has a break of more than one hour's duration or before four hours have elapsed from the previous booking off.)

- (g)(i) Drivers completing two years of continuous service to be paid an additional twenty-five dollars per annum with an additional ten dollars per annum for each further year of continuous service up to a maximum of One Hundred and five dollars.
- (ii) Service accrued at the date of this award coming into force shall qualify for the allowance.
- (iii) The allowance shall not count in the calculation of overtime rates.
- (iv) The allowance shall be paid when the worker is on holiday.

HOLIDAYS

7. (a) In lieu of statutory and annual holidays every worker shall on the completion of each nine months of service become entitled to a holiday of three weeks paid on the basis of the worker's average weekly taxable earnings: provided that the holiday pay does not exceed the worker's ordinary pay plus 30 per cent and provided, further, that in no case shall the holiday pay be less than at the rate of 46 ordinary pay hours per week, i.e. \$52.90 per week.

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

(c) All work performed on Good Friday, Anzac Day and Christmas day, shall be paid for at double time rates, with a minimum of eight hours.

SUBSTITUTES

8. A driver may substitute for another driver by mutual agreement and subject to the consent of the employer (which consent shall not unreasonably be 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 agreement. 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 the 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 case 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 for the elapsed time away from the depot except that meal breaks shall be deducted as provided for in clause 2(c).

On trips extending beyond 24 hours:

A driver shall be paid a minimum of 10 hours within a span of 12 hours.

(b) The condition of paragraphs (i) and (ii) of sub-clause (a) hereof 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 but the 11-hour span is exceeded.

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 drivers' 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.

Where a driver is required to wash and clean his vehicle, he shall be supplied with gumboots or clogs.

(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.

RIGHT OF ENTRY

12. The employer 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 agreement being that the work of the employer 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, 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.

UNQUALIFIED PREFERENCE

14. (a) Any adult person engaged or employed in any position of 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 sub-clause (a) hereof, every adult person so engaged or employed shall remain a member of the 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 sub-clause (a) hereof to become a member of a union who fails to become a member, as required by that sub-clause, 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 sub-clause (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 sub-clause (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 purpose 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 workers the right to join the union.)

TERM OF AGREEMENT

15. This agreement shall come into force on 1st July, 1970, and shall continue in force until 31st December, 1971.

The common seal of the Mayor Councillors and Citizens of the Borough of Eastbourne was hereunto affixed at the offices of and in pursuance of a resolution of the Eastbourne Borough Council in the presence of:

C. L. Bishop, Mayor
E. W. SHORTT, Councillor
M. A. Ballinger, Town Clerk

The common seal of The Eastbourne Passenger Transport Drivers Industrial Union of Workers was hereto affixed in the presence of its officers duly authorised to sign:

R. Thompson, President
J. Sunderland, Secretary