

NEW ZEALAND

DEPARTMENT OF LABOUR

**AWARDS, AGREEMENTS, ORDERS,
AND DECISIONS**

MADE UNDER THE

Industrial Conciliation and Arbitration Act, the Apprentices
Act, the Labour Disputes Investigation Act, and
Other Industrial Legislation

JOHNSTON'S BLUE MOTORS LTD. DRIVERS—INDUSTRIAL AGREEMENT

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

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 15th day of January 1965, between Johnston's Blue Motors Ltd. (hereinafter called the "employer") and the Northern (Except Gisborne) Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers (hereinafter called the "union"), whereby it is mutually agreed by and between the said parties as set out in the following Schedule.

SCHEDULE

1. This agreement shall apply to all employees engaged in passenger bus driving employed by Johnston's Blue Motors.

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 first six days of the week, Monday to Saturday both days inclusive. For the purpose of this agreement the week shall end at 12.30 a.m. Sunday.

(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) A day, for the purpose of this agreement, shall mean a period of 24 consecutive hours from 12.30 a.m. to 12.30 a.m.

(d) *Day off*—One period of 24 consecutive hours off duty shall be allowed to each worker. Such day off to be allowed at the workers normal booking on place. Each worker shall be informed by the Friday of each week of his day off in the following week.

(e) A worker signed on on his day off shall receive a minimum of five hours pay at the appropriate rate.

(f) *Time worked*—The hours of work shall include all time worked in performing duties appertaining to the workers calling.

(g) *Meal interval*—One hour shall be allowed for a meal. This meal interval may be curtailed by agreement with the union, but in no instance shall less than 20 minutes be taken.

(h) *Time books*—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 overtime if any.

(i) The employer shall post in a conspicuous place a roster showing shifts and days off. The roster shall be so arranged so that all shifts, special and contract trips shall rotate and be equally distributed among the drivers.

Wages

3. (a) A minimum of £17 19s. 9d. per week shall be paid to all drivers operating on air transport. This payment shall be computed on £15 12s. 9d. per week up to 40 hours per week, or part thereof in any one week, and £2 7s. 0d. up to four hours or part thereof in excess of 40 hours in any one week. Any variation in the wage rates to drivers under the Auckland (25 mile radius) Passenger Transport Drivers Award shall apply to this agreement.

(b) On contracts and specials and on other than air transport trips, drivers' wages shall be computed on the 40 hour wage provisions of sub-clause (a), and overtime provisions of clause 4, sub-clause (a).

Overtime

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

(b) Drivers shall be paid at double rates for all time worked between 12.30 a.m. and 5.30 a.m. when engaged in air transport.

Substitutes and Casual Drivers

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

(b) No casual driver shall be employed if a permanent driver is willing and available to perform the duties. For the purpose of this clause other permanent employees of the employer who are not permanent drivers and who may drive a vehicle from time to time shall be regarded as casuals.

Drivers Duties

6. It shall be part of the ordinary duty of a driver to assist in any work connected with transport that may be required of him, other than driving, for the purpose of filling in time.

Medical Examination

7. The employer may at any time require a driver to submit himself to medical examination by a medical officer nominated by the employer. All expenses incurred shall be paid for by the employer.

Payment of Wages

8. (a) Wages, including overtime, shall be paid regularly weekly on a day not later than Thursday and shall be paid in the employers' time. Full details of the wages computation shall be supplied to each driver weekly with his wages.

(b) In any week wherein the Friday is a statutory holiday, wages shall be paid on the preceding Wednesday.

Shift and Shift Payments

9. (a) Shifts may be worked. A shift, for the purpose of this agreement, shall mean a shift with no breaks except for a meal interval.

(b) Workers employed on shifts any portion of which falls between 7 p.m. and 5.30 a.m. shall be paid 3s. 10d. per shift extra.

Uniforms

10. If drivers are required to wear uniforms these uniforms shall include an extra pair of trousers and such uniforms shall remain the property of the employer. A dry cleaning allowance of 1s. 6d. per week shall be paid to each driver.

Saturdays, Sundays and Special Days

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

1. For time worked on a New Years Day, Anniversary Day, Easter Monday and the birthday of the reigning Sovereign, Labour Day and Boxing Day – the rate of half ordinary time additional.

2. For time worked on 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 apply:

1. For time worked on a Saturday, New Years Day, Anniversary Day, Easter Monday, the birthday of the reigning Sovereign, Labour Day or Boxing Day – overtime rates.

2. 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:

1. If the day is rostered as one of the five ordinary working days of the week – a minimum of seven hours.

2. If the day is rostered as one of the days off duty provided for in sub-clause (d) of clause 2 hereof – a minimum of five hours.

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

Holidays

12. In lieu of statutory and annual holidays the employer 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 holidays shall be allowed within three months of due date and provided further that three months notification shall be given to each worker. The rate payable for such holidays shall be £17 9s. 9d. per week. For the purpose of this agreement, qualifying service shall commence on the date of the workers engagement.

Road Expenses and Facilities

13. (a) On all contracts or specials where a driver is required to be absent from his home at night all accommodation and meals shall be arranged with the driver and be paid for by the employer.

(b) A suitable room shall be provided at Whenuapai and towel and soap shall be provided at Whenuapai Airport and at the Grahame Street Garage.

Term of Engagement

14. 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 good cause.

Contract Vehicles and Special Trips

15. (a) Subject to sub-clause (b) hereof 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 the case of contract or special trips exceeding six days, a driver shall be given a day off, such day to be given as close as practicable to his normal day off.

Unqualified Preference

16. (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 sub-clause (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 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-clauses (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

17. The employer bound by this agreement 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

18. 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, 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 the local Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation Commissioner may appeal to the Court upon giving 14 days written notice to the other party after such decision shall have been communicated to the party desiring to appeal.

Term of Award

This agreement, in so far as it relates to rates of wages and conditions, shall be deemed to have come into force on the 15th day of January 1965 and shall continue in force until the 14th day of January 1966.

Signed on behalf of the union:

L. EDWARDS.
J. S. SHEPPARD.
G. H. ANDERSEN.

Signed on behalf of the Employer: Johnston's Blue Motors Ltd.

R. PORTER.
R. PRENTICE.