

WAIHEKE ISLAND OMNIBUS DRIVERS-INDUSTRIAL AGREEMENT

This Industrial Agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this day of June 6th 1969 between the Omnibus Proprietors of Waiheke Island, hereinafter called "the employer" of the one part and the Northern (except Gisborne) Road Transport and Motor and Horse Drivers and Their Assistants Industrial Union of Workers, hereinafter called "the union" of the other part whereby it is mutually agreed by and between the said parties as set out in the following Schedule.

APPLICATION OF AGREEMENT

1. This agreement shall apply to omnibus drivers employed by Palm Beach Transport Co Ltd., Palm Beach and Oneroa-Surfdale Transport Ltd., Oneroa.

HOURS OF WORK

2. (a) The hours of work shall cover all usual time-table trips to and from boats and other regular normal trips and shall be worked on any six days of the week but shall not cover any special trips done in excess of the aforementioned trips. In so far as this clause is concerned "usual time-table trips" is defined as being those trips which have been worked over the preceding 12 months from the date of the issue of this agreement. Should there be any extension of hours necessary to cover any additional trips the union and the employer shall meet and agree on an amendment to clause 3 before such extra time worked.

(b) Each driver shall be allowed one full working day per month off without loss of pay.

WAGES

3. (a) The following shall be the minimum weekly wage : \$45.60 per week.

(b) Drivers employed on normal sightseeing specials shall be paid \$1.93 per trip.

OVERTIME

4. All time worked in excess of 48 hours per week shall be paid for at the rate of time and a half for the first eight hours, and thereafter at double the ordinary rate.

BOOKING OFF

5. No driver shall be booked off duty more than once during any one day from Monday to Friday inclusive, nor more than twice on a Saturday or a Sunday or a public holiday; provided that for the purpose of this clause meal intervals not exceeding one hour shall not be deemed to be periods booked off.

CASUAL DRIVERS

6. When additional buses are required to cope with increases in the volume of traffic, casuals may be employed with the consent of the union. Such consent to be reviewed by the union at six monthly intervals. No casual driver shall be employed if a permanent driver is willing and available to perform the duties. This clause shall also apply to other regular employees of the company.

Casuals shall be paid the following rates:

	Cents
To and from Palm Beach and Onetangi to Ostend	70)
To and from Matiatia to Surfdale	70)
To and from Matiatia to Blackpool	57)
To and from Matiatia to Oneroa Post Office	57) plus 8%
To and from Oneroa to Surfdale	57)
To and from Oneroa to Onetangi	95)
To and from Matiatia to Onetangi	\$1.18)

HOLIDAYS

7. Employees shall receive three weeks holiday every nine months at the rate of

\$43.70 per week.

TERM OF ENGAGEMENT

8. The term of engagement shall be a weekly one and may be terminated by one week's notice on either side. Provided that the engagement may be terminated by the employer without notice for serious misconduct.

MEAL HOURS

9. No worker shall work more than five hours continuously without an interval for a meal.

UNQUALIFIED PREFERENCE

10. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement, 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 Agreement so long as he continues in any position or employment subject to this Agreement.

(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 Agreement.

(d) Every employer bound by this Agreement commits a breach of this Agreement if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by an 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 Agreement.

(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.)

TIME AND WAGE RECORDS

11. The employer shall provide each driver with a time and wage book as provided for in the Transport Licensing Regulations 1950. Such books shall be available for inspection by a representative of the union by arrangement with the employer.

TERM OF AGREEMENT

12. This agreement, 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 November 11, 1968, and so far as all other provisions of the agreement are concerned it shall come into force on the day of the date hereof, and this agreement shall continue in force until November 10, 1970.

Signed on behalf of the Omnibus Proprietors of Waiheke Island.

Signed: Mr L. S. Dromgoole.

Signed on behalf of the Northern (Except Gisborne) Road Transport & Motor and Horse Drivers and Their Assistants Industrial Union of Workers.

Signed: Mr L. Smith.

Signed: Mr S. McCaffley.