

JOHNSTON'S BLUE MOTORS LTD. DRIVERS—INDUSTRIAL AGREEMENT

This Industrial Agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 2nd day of September 1971, 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 Airways Transport.

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

(b) The ordinary daily hours shall be a minimum of seven consecutive hours. Should broken shifts be required, the employer and the union shall determine the condition under which such shifts are to be worked.

(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. Provided that a driver operating any aircraft movement after 12.30 a.m. shall not be deemed to be commencing a new day but shall be paid for the time worked after 12.30 a.m. at the rate of double time.

(d) A minimum period of 24 consecutive hours off duty shall be allowed to each worker in each week.

(e) A worker signed on on his day off shall receive a minimum of 5 hours 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 8.00 p.m. the previous day shall be entitled to a payment of \$2.50 if work is not made available.

(f) With the exception of meal reliefs the hours of work shall include all time worked in performing duties appertaining to the workers calling.

(g) 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 5½ hours continuously without an interval for a meal, nor shall such meal interval be provided until at least three hours have elapsed since signing on.

(h) The number of shifts required to sign on between the hours of 9.30 a.m. and 12.30 p.m. shall not exceed 25 percent of the total roster. Every endeavour shall be made to roster all such shifts Monday to Friday consecutively.

(i) The employer shall provide a time sheet on which each driver shall enter daily the total hours for which he is entitled to be paid. Such time sheets with the details of the wages computation will be supplied to each worker weekly and copies made available for inspection by the union through arrangement with the employer.

(j) The employer shall post in a conspicuous place a roster showing shifts and days off. When reasonably practicable the roster shall be so arranged that the Airways shifts shall be equally distributed among drivers. Except in the case of an emergency 72 hours notice shall be given of any change in the roster.

(k) Workers employed on roster shifts any portion of which falls between 7.00 p.m. and 5.30 a.m. shall be paid 57 cents extra per shift.

(l) Drivers commencing work shall be paid at the rate of double ordinary time for all work performed before 5.30 a.m.

(m) A driver having completed his shift shall not be booked on again until the

expiration of 10 hours from the time of booking off.

(n) Where reasonably practicable the employer shall make arrangements to relieve the driver of the responsibility for his cash and tickets when booking off duty.

(o) A.M. straight shifts shall sign on not later than 9.30 a.m.

(p) Drivers on shifts rostered as one of the five ordinary working days of the week who are required to sign on prior to 12.30 p.m. and are signed off later than 6.30 p.m. shall be provided with a 75 cent voucher for a meal.

WAGES

3. A minimum of \$57.50 per week (based on 46 pay hours) shall be paid to all drivers operating on air transport. Any variation in the wage rates to drivers under the Auckland (25 mile radius) Passenger Transport Drivers' Award shall apply to this agreement.

OVERTIME

4. Except as otherwise provided all time worked in excess of the weekly or daily hours prescribed in this agreement 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.

SUBSTITUTES & 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 on driving if a permanent driver is available and willing to perform the duties. For the purpose of this clause other permanent employees of the employer who are not permanent airways drivers and who may drive a vehicle from time to time shall be regarded as casuals.

MEDICAL EXAMINATIONS

6. (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 drivers annual medical examination shall be at the expense of the employer.

DRIVERS DUTIES

7. 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

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. Where a holiday falls on a Friday wages shall be paid not later than the Wednesday providing banking facilities are available.

(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, subject to the provisions of Clause 15.

UNIFORMS

9. If workers are required to wear special uniforms these shall be provided by and remain the property of the employer. A dry cleaning allowance of 20 cents per week shall be paid to each driver.

SATURDAYS, SUNDAYS, AND SPECIAL DAYS. .

10. (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 Saturday, New Years Day, Anniversary Day, Easter Monday, the birthday of the reigning sovereign, Labour Day, or Boxing Day, the rate of half ordinary time additional.
- (2) 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 of this agreement the following shall be paid:

- (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) If 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 subclause (d) of clause 2 of this agreement, a minimum of five hours.

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

HOLIDAYS

11. 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. Payment for this holiday entitlement shall be on the basis of the worker's average weekly taxable earnings for the nine months immediately preceding his holiday entitlement, providing that the holiday pay does not exceed the workers ordinary pay plus 30 percent and provided further, that in no case shall the holiday pay be less than at the rate of a 46 ordinary pay hour week. 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 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 clause qualifying service shall commence on the date of a worker's engagement.

CONTRACT VEHICLES AND SPECIAL TRIPS

12. (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.

(c) A driver shall be paid an allowance of \$1-00 for each night away from his usual place of residence for out of pocket expenses.

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. Such accommodation to be acceptable standard.

FACILITIES

13. (a) Adequate facilities for drivers shall be provided at Mangere and Graham Street Garage. The supply of water, soap and towel shall be a minimum provision.

(b) Individual gumboots shall be supplied on the basis of a 50 percent subsidy from the company.

TERMS OF ENGAGEMENT

14. Except in the case of casual workers, the employment shall be a weekly one and may be determined by one weeks notice on either side. This, however, shall not prevent the summary dismissal of a worker for misconduct or other good cause. Failure of the employee to give the required notification will result in the forfeiture of one weeks pay.

SERVICE ALLOWANCE

15. (a) Except as hereinafter provided a service allowance on the following lines shall be paid:

(1) For continuous service with the same employer exceeding one year—\$1.00 per week.

(2) For continuous service with the same employer exceeding two years a further \$1.00 per week making \$2.00 per week in all.

(3) Service accrued at the date of this agreement coming into force shall qualify for the allowance.

(4) The allowance shall not count in the calculation of overtime rates.

(5) The allowance shall be paid when the worker is on annual holiday.

(6) The employer shall be entitled to make a rateable deduction from the allowance for time lost by the worker through sickness, accident or the workers own default.

(b) Existing bonuses and/or above award payments may be replaced by the foregoing service allowances to the extent of such service allowances.

SICK PAY

16. After 12 months continuous service with the same employer a driver shall be entitled in each subsequent year of service to sick pay for up to 5 days calculated at the rate of his ordinary pay with a maximum of 8 hours provided that:

(a) Immediate notice is given to the employer of the drivers inability to work.

(b) A claim for sick pay may be required to be supported by a medical certificate.

(c) The employer shall also have the right to require the worker to produce additionally a medical certificate at the employers expense from a doctor nominated by the employer.

UNQUALIFIED PREFERENCE

17. (a) Any adult person engaged or employed in any position of employment subject to this agreement by the 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.

(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 agreement so long as he continues in any position or employment subject to this agreement.

(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 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 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 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.)

RIGHT OF ENTRY

18. 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

19. 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, such dispute or difference shall be referred to a committee to be composed of one representative 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.

TERM OF AGREEMENT

20. 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 the 8th day of March 1971, 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 the 9th day of November 1971.

Signed for and on behalf of the Northern (except Gisborne) Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers:

G. H. Anderson.

D. Snelgrove.

Signed for and on behalf of Johnston's Blue Motors Ltd.

Rolf Porter.

L. K. McNabb