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**Johnston's Blue Motors Ltd.,
Passenger Bus Drivers—Collective
Agreement (Voluntary)**

Dated 12/12/74

Note: See clause 23 herein for the date on which rates of wages come into force.

INDUSTRIAL RELATIONS REGULATIONS 1974

Form 5

Section 65

Regulation 9 (4)

UNDER THE INDUSTRIAL RELATIONS ACT 1973
SUBMISSION OF VOLUNTARY SETTLEMENT
FOR REGISTRATION

In the matter of the Industrial Relations Act 1973; and in the matter of the Johnston's Blue Motors Ltd. Drivers' Collective Agreement covering employees engaged in passenger bus driving for Airways Transport at Auckland dispute of interest between Johnston's Blue Motors Ltd., and The Northern (except Gisborne) Road Transport and Motor and Horse Drivers' and their Assistants' Industrial Union of Workers.

To the Registrar of the Industrial Commission.

We hereby submit to you a signed copy of the terms of voluntary settlement of the above-mentioned dispute of interest arrived at by the parties pursuant to section 65 of the Industrial Relations Act 1973, for registration by the Industrial Commission as a collective agreement.

Dated at Auckland this 20th day of November 1974.

Form 6

Section 65

Regulations 10, 21 (2)

UNDER THE INDUSTRIAL RELATIONS ACT 1973
REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the Johnston's Blue Motors Ltd. Drivers' Collective Agreement covering employees engaged in passenger bus driving for Airways Transport at Auckland dispute of interest between Johnston's Blue Motors Ltd., and The Northern (except Gisborne) Road Transport and Motor and Horse Drivers' and their Assistants' Industrial Union of Workers.

The Industrial Commission, having before it the terms of a voluntary (conciliated) settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Commission pursuant to the provisions of section 65 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the form of submission or notification attached hereto and orders:

1. That the said terms, conditions, and provisions shall be binding on the parties hereto; and

2. That the said parties shall respectively do, observe, and perform every matter and thing by this collective agreement required to be done, observed, and performed, and shall not do anything in contravention of this collective agreement but shall in all respects abide by and perform it.

In witness of the registration of this collective agreement the seal of the Industrial Commission has hereto been affixed and the President of the Commission has hereunto set his hand, this 12th day of December 1974.

(L.S.)

G. O. Whatnall, President.

Signature of parties:

E. Delaney.
C. E. Hughes.
P. W. Grayburn.
L. K. McNabb.

ARRANGEMENT OF AGREEMENT

Clause Number	Title
1—	Schedule
2—	Hours of Work
3—	Wages
4—	Overtime
5—	Substitutes and Casual Drivers
6—	Medical Examinations
7—	Drivers' Duties
8—	Payment of Wages
9—	Uniforms
10—	Saturdays, Sundays and Special Days
11—	Holidays
12—	Contract Vehicles and Special Trips
13—	Facilities
14—	Terms of Engagement
15—	Service Allowance
16—	Sick Pay
17—	Unqualified Preference
18—	Right of Entry
19—	Disputes Committee
20—	Personal Grievances
21—	Deduction of Union Subscription
22—	Recognition of Union Delegate
23—	Terms of Agreement

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 \$3.02 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) Drivers commencing work shall be paid at the rate of double ordinary time for all work performed before 5.30 a.m.

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

(j) 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% of the total roster. Every endeavour shall be made to roster all such shifts Monday to Friday consecutively.

(k) Drivers who are required to sign on prior to 12.30 p.m. any day and are signed off later than 6.30 p.m. shall be paid \$1.12 for a meal.

(l) Workers employed on roster shifts any portion of which falls between 7.00 p.m. and 5.30 a.m. shall be paid shift allowance of \$1.00.

(m) 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.

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

(o) A driver having completed his shift shall not be booked on again until the expiration of 10 hours from the time of booking off.

(p) 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.

WAGES

3. A minimum of \$82.26 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 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 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 driver's 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 39 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 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.

(2) For time worked on a Sunday, Christmas Day, New Zealand 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 sub-clause (d) of Clause 2 of this agreement the following shall be paid:

(1) 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.

(2) For time worked on a Sunday, Christmas Day, New Zealand Day, Good Friday, or Anzac Day, the rate of double ordinary time.

(c) If 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 of this agreement, a minimum of five hours.

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

(e) On Sundays and statutory holidays any shift of 6½ hours or less shall only have a half hour meal break, and no p.m. shift shall start later than 5.00 p.m. except Specials and Charters.

HOLIDAYS

11. (a) 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 per cent 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.

(b) Upon completion of two years' continuous service with the same employer each worker shall for the second and subsequent years be entitled to an extra week's holiday paid in addition to three consecutive weeks paid as prescribed in clause 11 (a) above. The fourth week's holiday may be taken in conjunction with or separately from the first three weeks as the employer may decide.

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 \$1.67 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.

(d) Where a driver is required to take passengers to their destination in lieu of aircraft, upon production of a meal receipt to his employer, shall be re-imbursed for same.

(e) Where the employer directs a driver to use a microphone, an additional allowance of \$1.00 shall be paid per day. This payment is made in recognition of the additional skill and responsibilities required of such a driver.

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% subsidy from the company.

(c) The employer shall provide free of charge at recognised depots, tea, milk and sugar for meal breaks and rest periods.

TERMS OF ENGAGEMENT

14. Except in the case of casual workers, the employment shall be a weekly one and may be terminated 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. Failure of the employee to give the required notification will result in the forfeiture of one week's 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—
\$1.26 per week.
 - (2) For continuous service with the same employer exceeding two years a further \$1.26 per week making \$2.52 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 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 worker's own default.
- (b) Existing bonuses and/or above agreement payments may be replaced by the foregoing service allowances to the extent of such service allowances.

SICK PAY

16. (a) After twelve months' continuous service with the same employer, a worker shall be entitled in each subsequent year of service to sick pay for up to five days accumulating to a maximum of 20 days calculated at his ordinary rate of pay: Provided that where a worker is absent on account of sickness for a continuous period exceeding one week and is entitled to sick pay for more than five days, the employer shall pay to the worker sick pay for the first five days and thereafter the maximum allowable income as provided under the Social Security Act in respect of such period beyond one week provided that the total payment in respect of the absence does not exceed the worker's accumulated sick leave entitlement.

(b) Sick pay shall not be paid in respect of any statutory or agreement holiday for which the worker is entitled to full pay.

(c) The worker shall ensure notice is given to the employer on the first day of absence due to illness, at which time the employer may require that a medical certificate be obtained.

(d) The employer shall also have the right to require the worker to produce a medical certificate at the employer's expense from a doctor nominated by the employer.

UNQUALIFIED PREFERENCE

17. (a) Any adult person engaged or employed in any position or 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 rep-

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 104 of the Industrial Relations Act 1973 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

19. (1) The procedure set out in the succeeding provisions of this clause shall apply to a dispute of rights between the parties bound by this instrument, or any of them including a dispute on:

(a) The interpretation of this instrument: or

(b) Any matter (not being a personal grievance within the meaning of section 117 of the Industrial Relations Act 1973) related to matters dealt with in this instrument and not specifically and clearly disposed of by the terms of this instrument.

(2) Either the workers' union or the employer or employers who are parties to any such dispute may invoke the procedure.

(3) The union and the employer or employers who are parties to any such dispute shall refer the dispute to a committee consisting of an equal number of representatives appointed respectively by the union and the employer or employers concerned, together with a chairman who shall be:

(a) Mutually agreed upon by the parties; or

(b) If there is no such agreement, either a conciliator or a person appointed by him.

(4) A decision reached by a majority of the committee shall be the decision of the committee; but if the members of the committee (other than the chairman) are equally divided in opinion, the chairman may either:

(a) Make a decision, which shall then be the decision of the committee; or

(b) Refer the dispute forthwith to the Industrial Court for settlement.

(5) Subject to the right of appeal conferred by subclause (6) of this clause, the decision of the committee shall be binding on the parties to the dispute.

(6) Any party may appeal to the Industrial Court against a decision of the committee, or any part of that decision. The appellant shall:

(a) Within 14 days after the date on which the decision of the committee has been made known to him, give to every other party written notice of his intention to appeal; and

(b) Within 7 days after the date on which that notice has been given, lodge with the Registrar of the Industrial Court a written notice of appeal; and

(c) Specify in each such notice the decision or the part of the decision to which the appeal relates.

(7) The essence of this clause being that, pending the settlement of the dispute, the work of the employer shall not on any account be impeded but shall at all times proceed as if no dispute had arisen, it is hereby provided that:

- (a) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute:
- (b) While the provisions of this clause are being observed no such employer shall, by reason of the dispute dismiss any worker directly involved in the dispute.

(NOTE—This clause has been inserted in accordance with the requirements of section 115 of the Industrial Relations Act 1973.)

PERSONAL GRIEVANCES

20. (1) For the purposes of this clause, the expression “personal grievance” means any grievance that a worker may have against his employer because of a claim that he has been unjustifiably dismissed, or that other action by the employer (not being an action of a kind applicable generally to workers of the same class employed by the employer) affects his employment to his disadvantage.

(2) The standard procedure for the settlement of any personal grievance shall include the following:

- (a) Any worker who considers that he has grounds for a personal grievance shall have the right to submit his grievance in accordance with this procedure.
- (b) As soon as practicable after a personal grievance arises, the worker shall submit the grievance to his immediate supervisor, affording him an opportunity to remedy the cause of the grievance, the intent being that it is desirable, if the circumstances permit it, to settle the grievance rapidly and as near as possible to the point of origin:
- (c) Where any such attempt at settlement has failed, or where the grievance is of such a nature that a direct discussion between the worker and his immediate supervisor would be inappropriate, the worker shall notify the branch secretary or secretary or a duly authorised representative of his union, who, if he considers that there is some substance in the personal grievance, shall forthwith take the matter up with the employer or his representative:
- (d) if the matter is not disposed of in discussion with the employer or his representative, the grievance shall be reduced to writing in a statement setting out all the facts relied on. The statement shall establish the nature of the worker's grievance, and of the issues, for all subsequent consideration of the case:
- (e) The written statement shall be referred to a grievance committee consisting of an equal number of representatives (not exceeding 3) nominated respectively by the union and the employer, with or without a chairman as the parties may decide:
- (f) The employer shall have the right to be assisted or represented before the grievance committee by an employers' organisation:
- (g) If the matter is not settled by the grievance committee, it shall be referred to the Industrial Court:
- (h) The reference to the Court may be made by the employer or his representative, or by the worker's union or its representative, or by both:
- (i) The Court, after inquiring fully into the matter and considering all representations made by or on behalf of the parties, may make a decision or award by way of a final settlement which shall be binding on the parties:
- (j) It shall be the duty of every party to the award or agreement to promote the settlement of personal grievances under the procedures hereinbefore provided and to abstain from any action that might impede the effective functioning of the procedures.

(3) For the purpose of ensuring that the work of the employer shall not be impeded but shall at all times proceed as if no dispute relating to the personal grievance had arisen:

- (a) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute:
- (b) While the provisions of the procedure for the settlement of the personal grievance are being observed, no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.
- (4) Any statements made or information given in the course of any proceedings before a grievance committee or the Court in respect of an alleged unjustifiable dismissal shall be absolutely privileged.

(5) In the case of an alleged unfustifiable dismissal, any final settlement, decision or award made under this clause may, if it includes a finding that the worker was unjustifiably dismissed, provide for any one or more of the following:

- (a) The reimbursement to him of a sum equal to the whole or any part of the wages lost by him:
- (b) His reinstatement in his former position or in a position not less advantageous to him:
- (c) The payment to him of compensation by his employer.

(NOTE—This clause has been inserted in accordance with the requirements of section 117 of the Industrial Relations Act 1973.)

DEDUCTION OF UNION SUBSCRIPTION

21. The employer by arrangement with the union deduct union subscriptions from wages and such subscriptions to be paid to union office at three monthly intervals.

RECOGNITION OF UNION DELEGATE

22. The employer shall give recognition to the worker who is elected by the workers and endorsed by the union as Job Delegate in the establishment in which he is employed. Notice of such appointment shall be given in writing to the employer.

TERM OF AGREEMENT

23. This agreement in so far as the provisions relating to the rates of wages are concerned, shall be deemed to have come into force on the 1st day of July, 1974 and so far as all other provisions of the agreement are concerned it shall come into force on the date of registration by the Industrial Commission; and this agreement shall continue in force until the 30th day of June 1975.

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

E. Delaney, Organiser.

C. E. Hughes, Delegate.

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

P. W. Grayburn, Director.

L. K. McNabb, Manager.