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**Hawke's Bay Drivers Shift
Agreement — Collective Agreement
(Voluntary)**

Dated 20/12/77

NOTE: See clause 12 herein for the date on which rates of wages come into force

Form 6

Under the Industrial Relations Act 1973

REGISTERED COLLECTIVE AGREEMENT

In the Matter of the Industrial Relations Act 1973; and in the matter of the Hawke's Bay Drivers Shift Agreement Dispute of Interest between the Hawke's Bay Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers and the Members of the Hawke's Bay Region of the New Zealand Road Carriers Industrial Union of Employers.

The Industrial Commission, having before it the terms of a voluntary 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 schedule 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 20th day of December 1977.

(L.S.)

G. O. Whatnall, President.

Form 5

Sections 65 and 66

Regulations 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 Hawke's Bay Shift Agreement Dispute of Interest between the Hawke's Bay Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers and the Members of the Hawke's Bay Region of the New Zealand Road Carriers Industrial Union of Employers.

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 Wellington this 23 day of November 1977.

For and on Behalf of the New Zealand Road Carriers Industrial Union of Employers.

B. P. Gresham, Secretary.

For and on Behalf of the Hawke's Bay Road Transport Association Motor and Horse Drivers' and their Assistants Industrial Union of Workers.

A. G. J. Morton, Secretary.

**SHIFT AGREEMENT BETWEEN NEW ZEALAND ROAD CARRIERS'
INDUSTRIAL UNION OF EMPLOYERS (HAWKE'S BAY REGION)
AND THE HAWKE'S BAY ROAD TRANSPORT AND MOTOR AND
HORSE DRIVERS AND THEIR ASSISTANT'S
INDUSTRIAL UNION OF WORKERS**

1. This agreement is made pursuant to Clause 10 (G) of the N.Z. General Drivers Award dated 11th October 1977.

2. This agreement is made between the New Zealand Road Carriers' Industrial Union of Employers and the Hawkes Bay Road Transport and Motor and Horse Drivers and their Assistant's Industrial Union of Workers and shall be binding on those Licensed Transport Goods Service Operators who are members of the Hawke's Bay Region of the New Zealand Road Transport Association (Inc.)

2A. This shift agreement excludes the Phosphate Agreement currently in operation, and all operations relating to the cartage of goods to and from the Napier Wharf area or Goods Sheds. The area that this agreement covers, is bounded by Wairoa in the north of Hawke's Bay and extends throughout the Province of Hawke's Bay to Woodville, in the south of Hawke's Bay.

3. This agreement is based on the understanding that two shifts only may be worked in any 24 hour period. Such shifts shall be rotated weekly or by arrangement between the employer and the workers on the job.

4. Shift work means work which is carried out by two successive relays or spells of workers on the same work.

5. The employer shall nominate which shift is the day shift and which shift is the night shift.

6. A shift allowance of \$7.35 per day per vehicle shall be paid and the allowance shall be divided between the day shift and the night shift in such proportion as may be agreed upon between an individual employer and his workers. The shift allowance is deemed to include a travelling allowance to recompense the worker for transport expenses.

7. Shift workers shall take meal breaks, and be paid for such breaks at the appropriate hourly rate in accordance with the award. A night shift driver shall receive a meal allowance at the rate specified in the Award. For the meal interval that occurs within the ordinary hours of work and the day shift driver shall receive a meal allowance at the rate specified in the Award only after the expiration of 11 hours in any one day. Further, where any worker completes 5 hours overtime on a Saturday, Sunday or Statutory Holiday, the driver shall receive a meal allowance as above. In all cases the employer may provide a meal in lieu of the above payments.

8. Shift workers shall be paid the rate specified in the Award as compensation for exemption from dirt money and for working an extended range of clock hours, Clause 10 (C) of current Award.

9. In lieu of the Award entitlement, shift workers under this agreement shall be entitled to four weeks annual leave for each completed year of continuous service with the same employers. After ten years' continuous service a shift workers entitlement shall be five weeks instead of four weeks. Payment for annual holidays shall be on the basis of the Annual Holidays Amendment Act 1974.

10. A worker who is regularly and continuously employed for six months but less than 12 months on shift work shall be allowed a corresponding proportion of the fourth weeks' holiday, as the case may be. The annual entitlement of a worker employed for less than six months shall be in accordance with the Award provisions.

11. Service accrued at the date of the coming into force of this agreement shall count for the purposes of Clauses nine and ten of this Agreement.

12. This Agreement shall come into force on 11 October 1977 and shall continue in force until the expiration of the N.Z. General Drivers' Award on 10th April 1978.

13. All other provisions of the N.Z. General Drivers Award shall apply to workers covered by this agreement.

In Witness thereof these presents have been executed this 23rd day of November 1977.

Signed on behalf of the New Zealand Road Carriers' Industrial Union of Employers.

B. P. Gresham.

Signed on behalf of the Hawke's Bay Road Transport and Motor and Horse Drivers and their Assistant's Industrial Union of Workers.

L. E. Sutton, Assistant Secretary.

Signed on behalf of the Hawke's Bay Road Transport Regional Association.

J. D. Olsen.

MEMORANDUM

The terms of settlement submitted by the parties have been registered by the Commission in terms of Section 65 of the Industrial Relations Act 1973.

The parties applied jointly to the Commission pursuant to Regulation 6 (3) of the Wage Adjustment Regulations 1974 (as substituted by Amendment No. 13) that those provisions in the instrument fixing a rate of remuneration should continue in force for a period of less than 12 months from the date of the coming into force of the provision.

After considering the submissions the Commission consents to those provisions, being satisfied that in all the circumstances there are particular and special reasons that justify a period of less than 12 months.

(L.S.)

G. O. Whatnall, President.