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

Dated 30/10/80

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 Hawke's Bay Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers and New Zealand Road Carriers Industrial Union of Employers

The Arbitration Court, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Court 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 Arbitration Court has hereto been affixed and a Judge of the Court has hereunto set his hand, this 30th day of October 1980.

(L.S.)

N. P. Williamson, Judge.

Sections 65 and 66

Form 5

Regulations 9(4)

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

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 Arbitration Court

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 Arbitration Court as a collective agreement.

Dated at Wellington this 20th day of October 1980.

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 (HAWKES BAY REGION) AND THE HAWKES BAY ROAD TRANSPORT AND MOTOR AND HORSE DRIVERS AND THEIR ASSISTANTS INDUSTRIAL UNION OF WORKERS

1. This Agreement is made pursuant to clause 10 (g) of the New Zealand General Drivers Award dated 18th September 1980.

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 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 \$11.96 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. Employers shall provide a meal or pay a meal allowance at the rate of \$7.73 per meal as appropriate to each or any of the following circumstances:

(a) Where a worker is required to commence work at 5 a.m. or prior to that time on any day of the week.

(b) Where a worker is required to work at a distance of, or travel beyond 100 kilometres radius from the depot on any day of the week, but where the worker is not required to be absent from his home town overnight.

(c) (i) Where a worker is required to work after 6 p.m. on any day of the week.

(ii) Where a worker completes 11 hours of work on any day of the week.

(iii) No worker shall receive a dual entitlement under subclauses (c) (i) and (c) (ii).

(d) (i) Where a worker is required on a Saturday, Sunday or Statutory holiday and completes 5 hours overtime on a Saturday, Sunday or statutory holiday.

(ii) Where a worker qualifies under subclause (b) above, the entitlement in subclause (d) (i) shall not apply.

(iii) No worker shall receive a dual entitlement under both subclauses (c) (i) and (d) (i).

(iv) Shift workers shall take meal breaks, and be paid for such breaks at the appropriate hourly rate in accordance with the award.

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(e) 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 purpose of clauses nine and ten of this Agreement.

12. This Agreement shall come into force on 11th September 1980 and shall continue in force until the expiration of the New Zealand General Drivers Award on 10th September 1981.

13. All other provisions of the New Zealand General Drivers' Award shall apply to workers covered by this agreement.

In witness thereof these presents have been executed this 20th day of October 1980.

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

In the presence of:

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.

In the presence of:

A. G. J. Morton.

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

In the presence of:

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MEMORANDUM

This collective agreement incorporates the terms of voluntary settlement arrived at by the parties and forwarded to the Court for registration pursuant to section 65 of the Industrial Relations Act 1973.

Having regard to prevailing circumstances the Court has, pursuant to section 92(2) of the Industrial Relations Act 1973, consented to the specified period for which this collective agreement is to continue in force being less than one year from the date of registration.

(L.S.)

N. P. Williamson, Judge.