

Please post in a conspicuous place accessible to workers

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**McCALLUM TATA McCALLUM  
TRANSPORT LIMITED DRIVERS —  
COLLECTIVE AGREEMENT  
(VOLUNTARY)**

**Dated: 20/12/82**

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Note: See clause 19 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 McCallum Tata McCallum Transport Limited Drivers Dispute of Interest between the Hawke's Bay Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers and McCallum Tata McCallum Transport Limited

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 20th day of December 1982

(L.S.)

J R. P Horn, Judge

Section 65 and 66

Form 5

Regulation 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 McCallum Tata McCallum Transport Limited Drivers Voluntary Agreement between the Hawkes Bay Road Transport and Motor and Horse Drivers' and their Assistants' Industrial Union of Workers and McCallum Tata McCallum Transport Limited.

To the Registrar of the Arbitration Court.

We hereby submit to you a signed copy of the terms of voluntary settlement of the abovementioned 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 Napier this 11th day of November 1982.

For and on behalf of: McCallum Tata McCallum Transport Limited.

O D. McCallum, Director

For and on behalf of: Hawkes Bay Road Transport and Motor and Horse Drivers and Their Assistants' Industrial Union of Workers

A. G. J Morton, Secretary

**AGREEMENT MADE BETWEEN McCALLUM TATA McCALLUM TRANSPORT LIMITED AND THE HAWKES DAY ROAD TRANSPORT & MOTOR & HORSE DRIVERS' & THEIR ASSISTANTS' INDUSTRIAL UNION OF WORKERS****INDUSTRY TO WHICH AGREEMENT APPLIES**

1. This Agreement shall apply to members of the above Union who are employed as drivers or as pick up crew and who are engaged in household or commercial refuse removal for the Company, and shall be known as the NAPIER CITY REFUSE COLLECTION VOLUNTARY AGREEMENT

**HOURS OF WORK AND MANNING MONDAY TO FRIDAY**

2. All drivers and pick up crew shall commence work not later than 6.30 a.m. each day.

3 All time worked between 6 a.m. and 7.15 a.m. shall be paid at time and one half rates. All time worked prior to 6 a.m. shall be paid at double time rates.

4 All time worked after 3 15 p.m shall be paid at double time rates.

5 It shall be a condition of employment that all employees covered by the Agreement shall be employed on a "job and finish" basis

6. Workers covered by this Agreement shall receive an extra minimum payment of four (4) hours at ordinary rates of pay for collecting a "double days" refuse, (two days collection), where the work day falls on an ordinary working day only, but the employers may at their discretion employ addition labour and/or vehicles in lieu of this payment

7. There shall be a minimum of two crews of workers which shall consist of a minimum of one driver and two lifters at all times.

8. Crew "(a)" will work Monday to Friday one week while crew "(b)" will work Monday to Thursday. The crews will alternate each week so that one week they work a four day week and the next week, work a five day week.

**GUARANTEED OVERTIME**

9 There shall be a guaranteed minimum of three quarters ( $\frac{3}{4}$ ) of an hour per day to be paid four (4) days per week

**MINIMUM CALL BACK PAYMENT**

10 Any worker called back to work after having completed his normal days work shall be paid a minimum of three (3) hours at the appropriate rate, provided the call back is not as a result of the collector's error

**SATURDAY & SUNDAY OVERTIME**

11. All time worked on a Saturday or a Sunday shall be paid at double time rates with a minimum of three (3) hours per day, in addition to the weekly wage.

**AWARD HOLIDAYS & STATUTORY HOLIDAYS**

12. All time worked on any Award or Statutory Holiday in which a normal days pick ups are performed shall be paid at double time rates with a minimum of eight (8) hours per day, in addition to the weekly wage

**WAGES**

13 The weekly wage rates for all employees covered by the Agreement shall be the rate specified for the 10- 14 tonne driver as provided for in the New Zealand General Drivers' Award which shall include any Service Allowance as appropriate and which is current at any time In the event of six wheeler or larger vehicles being used, the workers shall receive the next higher weekly wage rate.

14. All employees shall be paid a minimum of 40 hours at the additional hourly rate specified for refuse collection in Clause 6(h) of the Award.

**GENERAL**

15. All General Wage Orders or Cost of Living Allowances shall be paid in full, as they become applicable. The Industry Allowance shall be paid in full, and not offset under any circumstances.

16 The employer shall provide adequate protective clothing commensurate with the workers duties.

17. The employer shall provide footwear which is acceptable to the workers for this type of work. Upon production of worn out or damaged footwear, it shall be replaced by the employer, without cost to the worker.

18. All other terms and conditions of the New Zealand General Drivers' Award shall apply and be strictly adhered to.

19. This Agreement shall come into force on the 11th day of September 1981 and shall continue in force until the next N.Z. General Drivers' Award is settled at which time this Agreement will be renegotiated.

#### MEMORANDUM

It is the intention of both parties to this Agreement that it shall run in conjunction with the N.Z. General Drivers' Award at all times. The purpose of the Agreement is to define the hours of work, weekly wage rates and special conditions of employment for the group of workers who are engaged in refuse removal for the employers.

Signed for and on behalf of: the Hawkes Bay Road Transport and Motor and Horse Drivers' and Their Assistants' Industrial Union of Workers.

L. E. Sutton, Assistant Secretary.

Signed for and on behalf of: McCallum Tata McCallum Transport Limited.

O. D. McCallum, Director.

Dated 11 February 1982.

#### 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.

The Court has registered the instrument after being satisfied that a complete settlement was arrived at by the parties before the commencement of the Wage Freeze Regulations 1982.

This is a new agreement citing the parties hereto. The document number has not previously been allocated to any agreement.

(L.S.)

J. R. P. Horn, Chief Judge.