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“The attention of all persons affected by this document is drawn to the transitional provisions concerning union membership set forth in section 17 Industrial Relations Amendment Act 1985.”

**DUNEDIN CITY COUNCIL SUNDAY
BUS SERVICE WORKERS —
COLLECTIVE AGREEMENT
(VOLUNTARY)**

Dated 16/10/86

NOTE: See clause 15 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 Dunedin City Council Sunday Bus Service Workers dispute of interest between the New Zealand Tramways and Public Passenger Transport Authorities Employees Industrial Union of Workers and the Dunedin City Council

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 hereto set his hand, this 16th day of October 1986.

(L.S.)

J. R. P. HORN
JUDGEUNDER THE INDUSTRIAL RELATIONS ACT 1973IN THE MATTER of the Industrial
Relations Act 1973ANDIN THE MATTER of the New
Zealand Public Passenger Transport
Authorities' Workers' Dispute of
InterestBETWEENThe New Zealand Tramways and
Public Passenger Transport
Authorities' Employees' Industrial
Union of WorkersAND

The Dunedin City Council

SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

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 25th day of August 1986

FOR THE UNION: New Zealand Tramways and Public Passenger
Transport Authorities Employees Industrial Union of Workers

HENRY STUBBS — NATIONAL SECRETARY

MICHAEL GRyce — BRANCH SECRETARY

FOR THE EMPLOYER: Dunedin City Council

JOHN KENNEDY — ENGINEER/MANAGER

New Zealand Public Passenger Transport Authorities Industrial Union of
Employers

REINER TRIBBE — EMPLOYERS' UNION

SUNDAY SERVICES AGREEMENT

This Agreement is made under Section 65 Industrial Relations Act 1973 and shall be registered with the Arbitration Court as a Voluntary Collective Agreement.

The Agreement is made between the New Zealand Tramways and Public Passenger Transport Authorities Employees Industrial Union of Workers (referred to in this Agreement as the Union) and the Dunedin City Council (referred to in this Agreement as the Employer).

The purpose of the Agreement is to enable the Employer to run a limited bus service on Sundays in which the Operators employed to drive the buses may work duties of less than the 8 hour minimum required by the New Zealand Public Passenger Transport Authorities Workers Award — Document Number 646 (referred to in this Agreement as the Award).

1. TERMS OF AGREEMENT

1. THE AWARD shall apply in all relevant respects to Operators working on Sundays for the Employer, except to the extent that this Agreement varies the provisions of the Award, in which case the provisions of this Agreement shall apply.

2. Where there is a conflict between the provisions of this Agreement and the provisions of the Award, having regard to the purpose of this Agreement, the provisions of this Agreement shall prevail.

3. THIS AGREEMENT does not change any of the provisions of the Award that relate to workers other than Operators.

4. THIS AGREEMENT is conditional on the application by the Employer to the No. 10 Transport Licensing Authority to reduce the present Sunday service being successful.

This Agreement shall not come into effect until the application to the Transport Licensing Authority has been granted AND the Union and the Employer have reached agreement on the number and hours of the duties to be worked each Sunday and the method of allocating those duties to Operators.

5. CLAUSE 8 — SHIFT WORK

Notwithstanding Cl 8(a) of the Award, when a week's work includes a rostered Sunday, the minimum length of duty for that Sunday shall be 4 hours and the ordinary hours of work for the shift worker concerned for that week shall be a minimum of 36.

Notwithstanding that an Operator is rostered or volunteers to work a duty being not less than four hours on a Sunday, that Operator shall for all other purposes of the Award be deemed to have worked a shift on that day. In

particular, that Operator shall be entitled to payment of a shift allowance for that days work.

The provisions of Cl 8(c) shall not apply to those Operators who work on a Sunday.

6. **CLAUSE 14 — MEAL RELIEF**

Notwithstanding the provisions of Cl 14(a) of the Award, the parties agree that on Sundays only an Operator may work for up to five and a half hours consecutively before being required to be relieved, without loss of pay, for not less than thirty minutes for a meal-break.

7. **CLAUSE 16 — PAYMENT FOR SHIFT WORK ON SUNDAYS**

Notwithstanding Cl 16(b) of the Award, when a week's work includes a Sunday as part of the ordinary hours of work for that week, double ordinary time rates shall be paid for four hours or for all time worked, whichever is the greater.

8. **CLAUSE 17 — DAYS OFF**

Notwithstanding the provisions of Cl 17(a), when an Operator works a rostered day-off, being a Sunday, the minimum payment shall be as for four hours worked.

9. **CLAUSE 21 — CALL-BACKS & CALL-FORWARDS**

Notwithstanding the provisions of Cl 21, Call-Backs and Call-Forwards shall not be worked on a Sunday.

10. **CLAUSE 26 — TRAVELLING TIME**

The existing staff transport arrangements applying on Sundays shall continue.

11. **CLAUSES 36, 37 & 38 — SICK, DOMESTIC & BEREAVEMENT LEAVE**

Any Operator who claims Sick, Domestic or Bereavement leave on a Sunday, being part of that worker's ordinary hours of work for the week, shall be entitled to eight hours paid leave at ordinary time rates for that Sunday, provided the normal conditions relating to eligibility and payment are met.

12. **CLAUSE 47 — CONVENIENCES**

In addition to the requirements of Cl 47, the Employer agrees to supply a suitable mess room with free tea, milk, coffee & sugar and the necessary utensils for making cups of tea and coffee to all Operators working on Sundays.

13. IN THE EVENT that there are legislative changes that reduce the penal and/or overtime payments on a Sunday this Agreement shall be cancelled immediately unless the Parties agree to its continuation or amendment.

14. IN THE EVENT that the Employer changes the number of duties worked on a Sunday or the hours of those duties without the agreement of the Union, this Agreement shall be cancelled immediately.

15.

TERM OF AGREEMENT

This Agreement shall be deemed to have come into force on the 25th day of August 1986 and shall continue in force until the 24th day of August 1987 unless it is terminated as a result of the application of either of Clause 13 or 14 of this Agreement.”

DATED THIS 25th DAY OF AUGUST 1986

FOR THE UNION: New Zealand Tramways and Public Passenger
Transport Authorities Employees Industrial Union of Workers

HENRY STUBBS — NATIONAL SECRETARY

MICHAEL GRyce — BRANCH SECRETARY

FOR THE EMPLOYER: Dunedin City Council

JOHN KENNEDY — DCT ENGINEER/MANAGER

New Zealand Public Passenger Transport Authorities Industrial Union of
Employers

REINER TRIBBE — PRESIDENT EMPLOYERS UNION

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.

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.)

J. R. P. HORN
JUDGE

NOTE: This is a new agreement citing the parties hereto. The registration number has not been previously allocated.