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**Upper Waitaki Power Development
Scheme General Drivers'—Collective
Agreement (Voluntary)**

Dated 8/11/74

NOTE: See clause 41 herein for the date on which rates of wages come into force.

**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 Upper Waitaki Power Development Scheme General Drivers' Dispute of Interest, 1974 between the Canterbury Road Transport and Motor Horse Drivers and their Assistants Industrial Union of Workers, the Otago Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers and the Southland Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers; and the Canterbury-West Coast, Otago, and Southland branches of the New Zealand Contractors Federation, the Canterbury, Otago and Southland Road Carriers' Associations on behalf of their members.

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 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 8th day of November 1974.

(L.S.)

G. O. Whatnall, President.

**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 Upper Waitaki Power Development Scheme General Drivers' Dispute of Interest, 1974 between the Canterbury Road Transport and Motor Horse Drivers and their Assistants Industrial Union of Workers, the Otago Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers and the Southland Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers; and the Canterbury-West Coast, Otago and Southland branches of the New Zealand Contractors Federation, the Canterbury, Otago and Southland Road Carriers' Associations on behalf of their members.

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 eighth day of November 1974.

For and on behalf of the Canterbury-West Coast, Otago and Southland branches of the New Zealand Contractors Federation:

C. Paterson.

For and on behalf of the Canterbury, Otago and Southland Carriers' Associations:

I. R. Pheloung.

For and on behalf of the Canterbury Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers:

P. R. Liggett, Secretary.

For and on behalf of the Otago Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers:

B. Reid.

For and on behalf of the Southland Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers:

E. M. Soper.

UPPER WAITAKI POWER DEVELOPMENT—GENERAL DRIVERS' COLLECTIVE AGREEMENT

Terms of voluntary settlement under section 65 of the Industrial Relations Act, 1973.

TYPE AND SCOPE OF AGREEMENT

1. (a) The agreement is between the Canterbury, West Coast, Otago, and Southland branches of N.Z.C.F., the Canterbury, Otago and Southland Road Carriers' Associations on behalf of their Members, and the Canterbury Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers, the Otago Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers and the Southland Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers.

(b) This Agreement applies to, and is limited to, drivers domiciled on the site of and also employed by Contractors and Carriers working on the Upper Waitaki Power Development Scheme who are members of Unions affiliated to the New Zealand Road Transport and Motor and Horse Drivers and their Assistants Industrial Association of Workers.

INTERPRETATION

2. As per Clause 2, N.Z. General Drivers' Collective Agreement.

(a) In this agreement "driver" means a worker employed in driving a motor vehicle, or implement propelled by any means other than by steam when such vehicle or implement is engaged in the transport, haulage, or removal of goods or materials, or when such vehicle or implement is used in connection with building operation, reclamation, excavation, earthmoving, agricultural contracting, lime and fertiliser sowing, or work of a like nature, and shall include

workers substantially engaged in driving vehicles from a factory or assembly works to rail or wharf for consignment or for delivery to any depot or other delivery, or workers substantially engaged in the operation of motorised mobile equipment in road carriers' yards. Where a worker is employed removing logs or other articles to which chains, ropes or tackle are directly attached for the purpose of haulage, such worker shall be deemed to be a driver.

- (b) Where by custom any quarry members of the drivers' union have been employed on trucks and mechanical implements, such workers shall be covered by the terms of this agreement.
- (c) A driver-salesman whose duties do not bring him within the provisions of another award or agreement shall be subject to the provisions of this agreement.
- (d) In this agreement "goods" means all kinds of moveable personal property including animals.

HOURS OF WORK

3. As per Clause 4, N.Z. General Drivers' Collective Agreement.

- (a) Except where otherwise specified, the ordinary hours of work shall not exceed 40 per week or eight hours per day to be worked between the hours of 7.15 a.m. and 5.30 p.m. from Monday to Friday, both days inclusive.
- (b) The daily hours shall be continuous except for meal intervals. One hour shall be allowed for a meal but this time may be curtailed by mutual agreement. Provided that the meal interval shall not be less than half an hour.
- (c) Notwithstanding the foregoing, drivers engaged in the delivery of bread and bakers' smallgoods shall be paid 34 cents per hour for all time worked before 7.15 a.m., such payment to be made in addition to the ordinary weekly wage. Youths so employed shall be paid 26c per hour in addition to the ordinary weekly wage.
- (d) Employers shall be at liberty to make special arrangements as to the hours of work with drivers attending early or late trains and steamers or employed in the collection or delivery of mails or carting fish, fruit, vegetables, milk, or cream for depots, creameries, or butter factories, or for meat works or abattoirs, or at nightsoil carting: Provided that in such cases the total number of hours of work shall not exceed 40 per week or eight and one half hours per day on five days of the week, and in the case of these drivers overtime shall be paid on for any time worked in excess of the hours herein specified. The employer shall notify the union of all such arrangements as are in force at 1 July, 1974, and of any subsequent arrangements made.

The daily span of hours shall not exceed ten hours except by arrangement with the union to meet any cases where a longer span is necessary because of the circumstances of the work. Failing agreement the matter shall be dealt with under Clause 36 of this agreement.

A worker employed under this subclause shall be paid 34 cents per hour in addition to the weekly wage for all time worked before 7.15 a.m. Such payment shall not be made in respect of any time which is paid for at overtime, Sunday or holiday rates.

- (e) Employers engaged in earthmoving contracting or in agricultural contracting may, with the agreement of the union, make the following arrangements as to the hours of work of their machine operators, and of their truck drivers employed in connection with their contracting excluding transport operation (other than the cartage of metal from the employer's quarry or plant to the job, the spreading of metal and cartage of men, equipment, and other materials incidental to the work), and of their other workers covered by this agreement in respect of any given contract or period of time. Failing agreement with the union the conditions of subclause (a) of this clause shall apply. Failure to reach agreement may be dealt with under clause 36 of this agreement.

The ordinary hours of work shall not exceed 40 hours per week nor ten per day within a span of 12 consecutive hours to be worked between Monday and Friday, both days inclusive, and in the case of these workers overtime shall be paid only for time worked in excess of these hours or span of hours as herein specified at the rate of time and a half for the first eight hours and double time thereafter: Provided that all overtime worked in the period Monday to Friday in that week shall count in determining the overtime rate payable for Saturday work. Such workers shall, if required, work on Sundays, which time shall not be counted in the prescribed weekly hours. Workers shall be paid double ordinary rates for all time worked on Sundays, with a minimum of four hours, whether or not the weekly hours have been exceeded.

Provided that truck drivers employed under this clause shall be paid 87 cents per week in addition to the rate prescribed in paragraph (vii) of subclause (a) of clause 7 of the N.Z. General Drivers' Collective Agreement operators of crawler tractors, mechanical shovels, excavators, graders, carryalls, draglines, self-propelled scrapers, rubber-tyred tractor-scrappers, and similar machines employed under this clause shall be paid \$2.66 per week in addition to the rate prescribed in paragraph (vii) of subclause (a) of clause 7 of the N.Z. General Drivers' Collective Agreement, such additional payments to be included for the purposes of calculating overtime and holiday pay.

Provided, further, that learner operators of all earthmoving machines (being operators serving a training period of up to three months) may be employed at a wage of \$67.70 per week.

Provided, further, that on any work performed under this clause not more than two relays of workers may be worked in any period of 24 hours, and where two relays of workers are worked, each worker shall receive an additional payment of 64 cents for each relay he works, provided that this payment shall not apply to each relay for the whole of which overtime is paid.

Drivers employed under this subclause shall be provided by the employer with two suits of overalls per annum.

- (f) No worker shall work more than five hours continuously without an interval of at least half an hour for a meal.
- (g) In special cases where it may be necessary to meet the exigencies of a particular business the employer may vary, by agreement with the union, the conditions of subclause (a) and (b) of this clause.

OVERTIME

4. As per Clause 5, N.Z. General Drivers' Collective Agreement.

- (a) All the time worked outside or in excess of the daily hours prescribed in clause 3 of this agreement shall be paid for at the rate of time and a half for the first three hours and double time thereafter: Provided that all time worked between 10 p.m. and 6 a.m. shall be paid for at the rate of double time.
- (b) All time worked up to three hours between 6 a.m. and noon on Saturdays shall be paid for at the rate of time and a half, and all time worked in excess of three hours or after noon on Saturdays shall be paid for at the rate of double time.
- All the time worked on Sundays shall be paid for at the rate of double time.

MINIMUM CALL-BACK PAYMENT

5. As per clause 6, N.Z. General Drivers' Collective Agreement.

Workers called back to work after the tea interval shall receive a minimum of two hours, and at any time on Saturdays, Sundays, or holidays shall receive a minimum of three hours at the appropriate rate.

WAGES

6. Machine Operators	.....	.....	.....	.....	\$1.926 cents per hour
Dump Trucks over 20 ton	.....	.....	.....	.....	\$1.926 cents per hour
Other Drivers	.....	.....	.....	.....	Collective Agreement rate plus 6 cents

SITE ALLOWANCE

7. In recognition of any unusual conditions that may apply on the site, a special allowance of 19.62 cents per hour shall be paid for each hour worked.

DISABILITY ALLOWANCE

8. In lieu of Collective Agreement allowances for working on or with such things as: bitumastic preparations, tar or oil, concrete blocks, demolition, dust, unloading slag, carrying packages, refuse collection, hiab operation, carbon black, handling lime, cement, etc., transformer oil, steam cleaning, forklift operation, batching plant, vibrating tool operation, and dirty or obnoxious work, each worker shall be paid 6.54 cents per hour worked.

HOLIDAYS

9. As per Clause 8, N.Z. General Drivers' Collective Agreement.

Canterbury Industrial District—In that area comprising the Canterbury Industrial District the following shall be recognised holidays: New Year's Day, 2 January, New Zealand Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Christchurch Show Day or a day to be mutually arranged between the Canterbury Union and the Canterbury Employers' Association.

HOLIDAYS

10. As per Clause 14, N.Z. General Drivers' Collective Agreement.

- (a) A worker required to work on Christmas Day, Boxing Day, New Year's Day and the day following, New Zealand Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign,

Labour Day, Anniversary Day or a day in lieu thereof to be mutually arranged between the union and the Employer's Association in the locality concerned, shall be paid double time rates and, except in the case of casual workers, this payment shall be in addition to the weekly wage.

- (b) Workers shall work, if required, on Sundays, but except as otherwise provided in Clause 11 of this agreement, all time worked shall be paid for at double the rate fixed for the ordinary hours of work. Such time shall not be counted in the prescribed ordinary hours of work.
- (c) A worker required to work on a Sunday or on a holiday named in subclause (a) of this clause shall be paid for a minimum period of three hours each time he is booked on for duty.

CASUALS

11. As per Clause 17, N.Z. General Drivers' Collective Agreement.

- (a) To ascertain the ordinary hourly rate of wages for casual drivers the weekly wage in respect of the class of vehicle concerned shall be divided by the number of hours constituting the ordinary week's work, thus ascertaining the hourly rate, and 15 per cent shall be added thereto.
- (b) A casual driver shall receive a minimum of four hours' pay for any day on which he is employed.
- (c) A worker engaged to work for less than five consecutive days is a casual.
- (d) No casual driver shall be employed if a permanent driver is readily available and willing to perform the duties. This shall also apply to other regular employees whose substantial employment is not that of driving.

GENERAL CONDITIONS

12. As per Clause 18, N.Z. General Drivers' Collective Agreement.

- (a) A driver shall not be required to pick up milk or cream cans of 6 gallons or more unless a platform of not less than 3 ft. 6 in. in height, or a suitable loading device, is provided.
- (b) Employers shall be entitled to make a rateable deduction from the weekly wages provided for herein for time lost by the worker's own default or through sickness or accident. For the purposes of computing payments for broken time, the rates prescribed herein shall be divided by 40.
- (c) On the request of any worker required to handle cash in excess of \$10 daily, the employer shall supply a suitable cash bag.
- (d) Where an employer has a permanent depot, a change and meal room, washing facilities, and sanitary convenience shall be provided to the satisfaction of the Inspector of Awards and Agreements.
- (e) Where a holiday falls on a working day the usual number of hours worked by any worker on such day shall be counted as part of the week's work.

Where a worker's hours are not regular, then such worker shall be credited with eight hours if he would have normally worked that day; but this subclause shall not allow the employer to so alter his working week as to deprive the worker of the credit of any such holiday falling within his normal week.

- (f) (i) Where any worker has been employed upon work coming within the scope of this agreement at any time during the fortnight ending on the day on which a holiday to which he is entitled under clause 8 or clause 14 of this agreement occurs, he shall be entitled, subject to paragraph (ii) of this subclause, to receive payment for that holiday from the employer.
- (ii) Where any worker has been employed upon work coming within the scope of this agreement by more than one employer during the fortnight ending on the day on which a holiday to which he is entitled under clause 8 or clause 14 of this agreement occurs, he shall be entitled to receive proportional payment for the holiday from each employer assessed on the basis of one-tenth of an ordinary day's pay for each day employed during that fortnight. No worker shall be entitled under this subclause to receive payment for more than the equivalent of one ordinary day's wages for any one holiday.
- (g) (i) Drivers employed driving a motor truck which is pulling a trailer of 2 tons or over gross weight carrying a separate additional load shall be paid the following additional rates while so employed:
- 2 tons and up to 8 tons, \$1.26 per day or part thereof;
 - Over 8 tons and up to 13 tons, \$1.75 per day or part thereof;
 - Over 13 tons and up to 20 tons, \$1.82 per day or part thereof;
 - Over 20 tons, \$1.95 per day or part thereof.
- The foregoing rates shall be increased by 30 cents per day or part thereof in respect of drivers of articulated vehicles pulling trailers.
- (ii) Drivers employed driving a motor vehicle pulling a jinker or a pole trailer shall be paid the following additional rates while so employed:
- One-axled jinker or pole trailer, 46 cents per day or part thereof;
 - Two-axled jinker or pole trailer, \$1.10 per day or part thereof;
 - Three-axled jinker or pole trailer or two-axled jinker and dolly, \$1.59 per day or part thereof.
- (h) Where a driver is required to remain in effective charge of the vehicle while having his meal, such time shall count as time worked.
- (i) The employer shall allow each driver in his employ a rest period of ten minutes in the morning and afternoon without loss of pay. The employer shall provide free of charge at recognised depots, tea, milk, and sugar, at lunch breaks and rest periods.
- (j) Workers handling sheep, calves, pigs, or cattle, into or out of their vehicle or required to grease vehicles shall be provided with overalls if they so request.
- (k) Workers driving a vehicle and operating a power crane of the H.I.A.B. or similar type including bin loaders and Dempster type vehicles mounted on the vehicle for loading and unloading its load shall be paid an allowance of 26 cents per day or part of a day while so employed.
- (l) Any workers engaged in the delivery of coal, coke, or firewood shall be provided with a leather jerkin or other suitable protective clothing.
- (m) Protective clothing shall be made available for workers engaged in carting potash when they are required to steam clean their vehicles.

- (n) Gloves shall be supplied on request to workers required to handle steel, bricks, or concrete products when loading or unloading vehicles.
- (o) Where a mobile 'P' and 'H' or similar type crane has a boom exceeding 40 ft. and up to 110 ft., an allowance of 6.1 cents per hour shall be paid.
Where the boom exceeds 110 ft. including the flying jib the allowance shall be 8.6 cents instead of 6.1 cents.
- (p) Where a driver is required to load and unload a third deck on stock crates he shall be paid an allowance of 57 cents per day or part of a day while so employed.
- (q) The employer shall give recognition to a 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 appointments shall be given to the employer in writing by the union.

TRAVELLING TIME

13. Time occupied by the worker in travelling from site camp or village once daily, shall be deemed to be part of the day's work and shall count as time or overtime as the case may be.

RETURN HOME TRAVEL

14. A payment of \$2.00 per week shall be paid to all workers who are resident in Twizel, or who are not provided with free transport to their declared place of residence every two weeks.

CHARGE ALLOWANCE

15. Any worker directed to take charge of two or more workers shall be paid an additional 11.5 cents per hour. Such rate shall form part of the wage rate for calculation of overtime.

OVERALLS

16. After one month's employment on site, each worker shall be issued with two pairs of overalls per annum, laundering to be the worker's responsibility.

BOOTS

17. All workers who provide for themselves and wear safety boots will be paid an allowance of 75 cents per week.

SHIFT WORK

18. (a) Shifts may be worked at any time (whether one, two or three shifts daily) as required by the employer and such shift hours shall be set by agreement with the union or unions concerned; provided that a worker required to work for less than five shifts consecutively shall not be deemed a shift worker and shall be paid at the appropriate overtime rates.

(b) Eight hours inclusive of half an hour for meal period, shall constitute a day's work where two or three shifts are worked.

(c) (i) A worker employed on morning shift shall, while so employed, be paid \$1.50 per shift in addition to ordinary rates.

(ii) A worker employed on afternoon shift shall, while so employed, be paid \$2.00 per shift in addition to ordinary rates.

(iii) The method of working shifts and/or the time of commencing and finishing shifts may be varied as to all or a section of the workers by agreement between the employer and the district secretary of the Union on behalf of the members of his Union.

(d) Where a worker is switched from one shift to another during a working week he shall be paid overtime rates for the first shift of 8 hours thereafter. This provision shall not apply in a case of the employer requiring a worker to switch a weekly shift provided the worker is notified thereof before the end of his current working week, or where the worker is paid for a shift between the switch in shifts.

BOARD AND LODGINGS

19. (a) The employer will establish accommodation adjacent to the work's site to accommodate workers employed on the project. Board and lodgings will be provided free of charge to workers.

(b) Bedding, blankets and hut furniture shall be issued on loan to workers and shall be returned to the employer before the worker leaves the works. The value of any items not returned in good condition, subject to fair wear and tear, or not satisfactorily accounted for will be deducted from the earnings of the worker concerned.

(c) Workers must vacate accommodation within 24 hours of terminating their employment.

(d) All houses must be returned in good condition, subject to fair wear and tear. The cost of repairs will be deducted from the earnings of the worker concerned.

PROTECTION OF WAGES

20. No worker shall suffer a reduction in his present wages due to the making of this Agreement.

Subject to the foregoing, an employer shall have the right to adjust payments by offset, so that he shall not be liable for more than the total amount contained in the Collective Agreement.

SERVICE ALLOWANCE

21. As per Clause 25, N.Z. General Drivers' Collective Agreement.

(a) Except as hereinafter provided, a service allowance on the following lines shall be paid:

(i) For continuous service with the same employer exceeding one year \$1.26 per week.

(ii) For continuous service with the same employer exceeding two years, a further \$1.26 per week in all.

(b) Service accrued at the date of this agreement coming into force shall qualify for the allowance.

(c) The allowance shall not count in the calculation of overtime rates.

(d) The allowance shall be paid when the worker is on annual holiday, but shall be excluded from the computation of ordinary pay and average weekly taxable earnings for the purpose of clause 22 of this agreement.

(e) 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.

- (f) This provision shall not apply to youths: Provided that time served by a youth continuously with the same employer shall be counted for the foregoing payments on the youth qualifying for adult rates of wages.

ANNUAL HOLIDAYS

22. As per Clause 26, N.Z. General Drivers' Collective Agreement.

- (a) Except as otherwise provided, every worker shall at the end of each year of his employment by any employer become entitled to an annual holiday of three weeks paid on the basis of the worker's average weekly taxable earnings: Provided that the holiday pay does not exceed the worker's ordinary pay plus 30 percent and provided, further, that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday. For the purpose of calculating a worker's average weekly taxable earnings for the year the employer may fix a close-off date other than the anniversary date of the worker's commencement of employment. The third week's holiday may be taken in conjunction with or separately from the first two weeks as the employer may decide.
- (b) For the purposes of this clause lump sum special payments shall be excluded from the computation of average weekly taxable earnings, and ordinary pay shall be as defined in the Annual Holidays Act 1944.
- (c) Where a holiday is taken in more than one period the amount payable under this clause shall be divided proportionately. Where a holiday is allowed wholly or partly in advance of the date fixed by the employer as provided in subclause (a) of this clause it shall be sufficient compliance with this clause for payment to be assessed on the percentage formula prescribed in subclause (d) of this clause subject to final adjustment and payment of any remainder after that date. Provided that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday.
- (d) Where the employment of any worker is terminated at the end of a period of employment which is not less than three weeks but less than one year, the employer shall forthwith pay to the worker, in addition to all other amounts due to him, an amount equal to 6 percent of his gross ordinary pay for that period of employment.
- (e) Where the period of employment is less than three weeks the amount to be paid as proportionate holiday pay shall be as prescribed by the Annual Holidays Act 1944.
- (f) Where it is customary for any employer to allow annual holidays to his workers or to any class of his workers during a period in each year when his premises are closed or the work of these workers is for any reason discontinued, and at the date of commencement of any such period any such worker has not become entitled to an annual holiday then the worker shall not be entitled to any wages for three weeks following that date, but the employer shall before that date pay to him, in addition to all other amounts due to him, an amount equal to 6 percent of his gross taxable earnings but not exceeding 7.8 percent of his gross ordinary pay for the period of his employment up to that date, and the next year of his employment shall be deemed to commence on that date.
- (g) The employer shall give to each worker not less than two weeks' notice of the date of his annual holidays.

SICK PAY

23. As per Clause 27, N.Z. General Drivers' Collective Agreement.

- (a) After 12 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 cumulative to a maximum of 15 days calculated at his ordinary rate of pay: Provided that where a worker is absent on account of sickness 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) The employer may require a claim for sick pay to be supported by a medical certificate.
- (c) It shall be obligatory on the worker to ensure notice is given to the employer on the first day of absence due to illness.
- (d) This clause shall not apply to absence covered by workers' compensation.

CONTINUITY OF SERVICE

24. As per Clause 28, N.Z. General Drivers' Collective Agreement.

For the purpose of Clause 22 (Annual Holidays) and Clause 21 (Service Allowance) of this agreement continuity of service with the same employer shall not be deemed to be broken by reason of the sale or transfer of a business to a new employer who continues to employ such workers.

TERM OF ENGAGEMENT

25. As per Clause 29, N.Z. General Drivers' Collective Agreement.

In the case of workers other than casual hands the employment shall be a weekly one and a week's notice of dismissal or resignation shall be given by the employer or the worker. Where the employment is terminated without the requisite notice one week's wages shall be paid or forfeited as the case may be. This, however, shall not prevent the summary dismissal of a worker for wilful misconduct.

PAYMENT OF WAGES

26. As per Clause 30, N.Z. General Drivers' Collective Agreement.

Wages shall be paid regularly weekly or fortnightly and not later than Thursday, provided that when Friday is a holiday wages shall be paid not later than Wednesday in that week. The computation of wages shall be shown on the pay envelope or by a slip inserted therein.

Notwithstanding any provision contained in this agreement an employer may, by agreement with the union, pay the amount of wages due to any worker to the nearest dollar above the precise calculation: Provided that the difference between the precise calculation and the nearest dollar payment above that calculation is carried forward as a deduction into the following pay calculation.

TIME AND WAGES RECORD

27. As per Clause 31, N.Z. General Drivers' Collective Agreement.

The employer shall provide each worker with a time sheet or book in which the worker shall record daily the wage classification of the vehicle he is driving or operating, the commencing and finishing times of work and meal intervals, the total ordinary hours and overtime worked, and particulars of any work for which the agreement provides a special rate. The worker shall sign such record.

Such time record, together with details of the calculation of the worker's wages, shall be available for inspection by a representative of the union at not less than monthly intervals.

DRIVERS' DUTIES

28. As per Clause 32, N.Z. General Drivers' Collective Agreement.

- (a) It shall be part of the ordinary duty of a driver to load or unload and assist at any other work in connection with the employer's business which may be required of him other than driving for the purpose of filling in time, but in such case he shall be paid not less than his ordinary rate of pay as a driver.
- (b) It shall be the duty of all drivers to report any accidents in which they are involved to a responsible member of the employer's staff immediately they return to a depot of the employer. This clause does not relieve a driver of his obligations under the Transport Act 1962 and relevant regulations.

TRANSFER OF WORKERS

29. As per Clause 33, N.Z. General Drivers' Collective Agreement.

This agreement shall not apply to workers substantially engaged in other duties for their employer, but temporarily engaged at driving: Provided that if the rate of wages for drivers is higher than that fixed for such other employment they shall be paid the difference between their ordinary employment and the rate of pay as drivers calculated on an hourly basis: Provided, also, that where the transferred worker is a youth the restrictions as to age, class of vehicle, and weights of parcels to be carried or lifted, shall apply.

MEDICAL EXAMINATION OF DRIVERS

30. As per Clause 34, N.Z. General Drivers' Collective Agreement.

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 medical examination shall be at the expense of the employer.

NOTIFICATION

31. As per Clause 35, N.Z. General Drivers' Collective Agreement.

On the written request of the secretary of the union, an employer shall supply to him a list of the workers in his employ, but not more often than once in three months.

DEDUCTION OF UNION SUBSCRIPTIONS

32. As per Clause 36, N.Z. General Drivers' Collective Agreement.

An employer shall, by arrangement with the union, deduct union subscriptions from wages.

INTERVIEW WITH WORKERS

33. As per Clause 37, N.Z. General Drivers' Collective Agreement.

The secretary or other representative of the union shall be permitted to interview workers in working hours, but so as not to interfere unreasonably with the operations of the employer concerned.

STOP-WORK MEETINGS

34. As per Clause 38, N.Z. General Drivers' Collective Agreement.

The union may hold up to two stop-work meetings per year of workers employed under this agreement, such meetings to be of no longer duration than two hours: Provided that such meetings shall be arranged at a place on a day and at a time as are agreed to between the union and the local organisation of employers in the branch of the industry concerned: Provided further that the union shall give at least two weeks' notice of its intention to hold such a meeting. Employers shall be entitled to make a rateable deduction from weekly wages for all time lost in attending stop-work meetings. Such meetings shall be restricted to union members domiciled within a 15 mile radius of the meeting place or such other radius as may be agreed upon from time to time by the union and the employers' organisation concerned.

UNQUALIFIED PREFERENCE

35. As per Clause 39, N.Z. General Drivers' Collective Agreement.

- (a) Any adult person engaged or employed in any position or employment subject to this agreement by any 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, or after this clause comes into force, as the case may require.
- (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 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 purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person of any age who for the time being is in receipt of not less than the minimum rate of wages payable to a person of the age of 18 years or upwards.

(NOTE—Attention is drawn to section 104 of the Industrial Relations Act 1973 which gives to workers the right to join the union.)

DISPUTES

36. As per Clause 40, N.Z. General Driver's Collective Agreement.

- (a) 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:
- (i) The interpretation of this instrument; or
 - (ii) 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.
- (b) Either the workers' union or the employer or employers who are parties to any such dispute may invoke the procedure.
- (c) 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:
- (i) Mutually agreed upon by the parties; or
 - (ii) If there is no such agreement, either a conciliator or a person appointed by him.
- (d) 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:
- (i) Make a decision, which shall then be the decision of the committee; or
 - (ii) Refer the dispute forthwith to the Industrial Court for settlement.
- (e) Subject to the right of appeal conferred by subclause (f) of this clause, the decision of the committee shall be binding on the parties to the dispute.
- (f) Any party may appeal to the Industrial Court against a decision of the committee, or any part of that decision. The appellant shall:
- (i) 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
 - (ii) 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
 - (iii) Specify in each such notice the decision or the part of the decision to which the appeal relates.
- (g) 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:
- (i) No worker employed by any employer who is a party to the dispute shall continue or impede normal work, either totally or partially, because of the dispute;
 - (ii) 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

37. As per Clause 41, N.Z. General Drivers' Collective Agreement.

- (a) 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.
- (b) The standard procedure for the settlement of any personal grievance shall include the following:

(i) 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;

(ii) 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;

(iii) Where any such attempt at settlement has failed, or where the grievance is of such 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;

(iv) 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;

(v) The written statement shall be referred to a grievance committee consisting of an equal number of representatives (not exceeding three) nominated respectively by the union and the employer with or without a chairman as the parties may decide;

(vi) The employer shall have the right to be assisted or represented before the grievance committee by an employers' organisation;

(vii) If the matter is not settled by the grievance committee, it shall be referred to the Industrial Court;

(viii) The reference to the Court may be made by the employer or his representative, or by the worker's union or its representative, or both;

(ix) 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.

(x) 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.

- (c) 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:
- (i) 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;
 - (ii) 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.
- (d) 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.
- (e) In the case of an alleged unjustifiable 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:
- (i) The reimbursement to him of a sum equal to the whole or any part of the wages lost by him;
 - (ii) His reinstatement in his former position or in a position not less advantageous to him;
 - (iii) 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.)

UNDER-RATE WORKERS

38. As per Clause 42, N.Z. General Drivers' Collective Agreement.

- (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wages as may from time to time be fixed, on application of the worker after due notice to the union, by the local Inspector of Awards and Agreements or such other person as the Court may from time to time appoint for that purpose; and such inspector or other person in so fixing such wage shall have regard to the worker's capability his past earnings, and such other circumstances as such inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.
- (b) Such permit shall for such period, not exceeding six months, as such inspector or other person shall determine, and after the expiration of such period shall continue in force until 14 days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such inspector or other person shall think fit.
- (c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.
- (d) It shall be the duty of the union to give notice to the Inspector of Awards and Agreements of every agreement made with a worker pursuant hereto.
- (e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

EXEMPTIONS

39. As per Clause 43, N.Z. General Drivers' Collective Agreement.

- (a) This agreement shall not apply to drivers employed in or about any timber yard, box factory, or other woodworking factory, sawmill, wood-drying kiln, wood-pulping factory, bush working, or bush tramlines.
- (b) Nothing in this agreement shall apply to farmers using their own vehicles for the exclusive purposes of their own farms.
- (c) Nothing in this agreement shall apply to workers in the aerial top-dressing industry.
- (d) Nothing in this agreement shall apply to drivers employed by the Raetihi Milk Supply Company in house to house delivery of milk.
- (e) Nothing in the agreement shall apply to drivers who are employed by agricultural contractors and who are engaged exclusively on work coming within the scope of the North Island Threshing Mill and Agricultural Contractors' Employees Award for the time being in force.
- (f) Nothing in this agreement shall apply to workers employed by oil companies holding wholesale licenses.

COPY OF AGREEMENT

40. As per Clause 44, N.Z. General Drivers' Collective Agreement.

Every employer bound by this agreement shall at all times cause to be exhibited and maintained in a conspicuous place, and in such a position as to be easily read by the workers, a copy of this agreement.

TERM

41. This Agreement shall be deemed to have come into force on the 1st day of July, 1974, and shall continue in force until the 30th day of June, 1975.

For and on behalf of the Canterbury-West Coast, Otago and Southland branches of the New Zealand Contractors Federation:

C. Paterson.

For and on behalf of the Canterbury, Otago and Southland Carriers' Associations:

I. R. Pheloung.

For and on behalf of the Canterbury Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers:

P. R. Liggett, Secretary.

For and on behalf of the Otago Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers:

B. Reid.

For and on behalf of the Southland Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers:

E. M. Soper.

MEMORANDUM

Registration of this document as a collective agreement is evidence of the Commission's order pursuant to Regulation 7 of the Wage Adjustment Regulations 1974.

(L.S.)

G. O. Whatnall, President.