

AUCKLAND GENERAL CONTRACTORS' DRIVERS — INDUSTRIAL AGREEMENT

This Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, and its amendments, this 16th day of November 1971, between the Northern (except Gisborne) Motor and Horse Drivers and their Assistants Industrial Union of Workers, (hereinafter referred to as "the union") of the one part and members of the Auckland Branch of the New Zealand Contractors' Federation (Inc.) (hereinafter referred to as "the employer") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:

1. That the terms, conditions, stipulations, and provisions contained and set out in the Schedule hereto shall be binding upon the parties hereto, and they shall be deemed to be and are hereby declared to form part of this agreement.

2. That the said parties hereto shall respectively do, observe and perform every matter and thing by this agreement and by the said terms, conditions, stipulations and provisions respectively required to be done, observed and performed and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This agreement made under the Industrial Conciliation and Arbitration Act 1954, shall apply to drivers and machine operators employed at work governed by the New Zealand General Drivers' Award dated 30 September 1971, and engaged by an employer party to this agreement.

WAGES

2. (a) Except as otherwise provided in this agreement, the rates of wages shall be the appropriate rate specified in the New Zealand General Drivers' Award for the class of vehicle driven or operated, and service and other special payments and allowances provided in the Award shall be paid in addition to the rates specified in this Agreement.

(b) In addition to the appropriate award rate specified in Clause 2(a) of this Agreement, drivers and machine operators shall be paid 7.08 cents per hour, incorporated in the hourly rate.

(c) After three months' continuous service, 50 cents per week service allowance shall be paid until the completion of twelve months' continuous service. The allowance shall cease when superseded by the Award service allowance, and shall, whilst payable, be subject to the same conditions applying to the Award service allowance, as set out in the Award.

(d) The foregoing extra payments are subject to deductions as provided in the Award.

BRIDGING

3. If a driver is dismissed, but within four calendar months is re-engaged by the same employer, his continuous service with that employer at date of dismissal shall be credited to him on re-engagement.

SCOPE OF AGREEMENT

4. This Agreement shall operate throughout all that portion of the North Island bounded to the North by the Bethells Road from the sea to the junction of the said road with the No. 16 Main Highway at Waitakere; thence by the No. 16 Main Highway

to its junction with the No. 18 Main Highway at Kumeu; thence by the No. 18 Main Highway to its junction with the No. 1 Main Highway at Pukeatua; thence by the No. 1 Main Highway to the Orewa River; thence by the Orewa River to the sea; and to the South by the southern boundary of the Manukau City and the southern boundary of the Papakura Borough Council, including all boroughs and town districts therein or contiguous thereto.

DISPUTES

5. Where a matter is in dispute or a matter arises which is likely to cause a dispute between individual employers and the Union or its members, the following shall be the procedure:

(a) Where the matter concerned does not relate to wage rates, penal rates or the like involving payment of money, the matter shall be discussed by the Union with the employer concerned and both parties shall attempt to reach agreement.

(b) Failing settlement the matter shall be referred to the employer's Association and in the event of no agreement being reached the matter shall be referred to a Disputes Committee on which the representation shall not be less than two parties nominated by the Association, and two parties nominated by the Union.

(c) Any matter relating to wage rates, penal rates or the like involving payment of money must be referred to the Disputes Committee as provided for in (b) above.

(d) Failing agreement on the matter by the Disputes Committee, then the matter shall be dealt with as a dispute under the Disputes Clause of the current Award.

TERM OF AGREEMENT

6. This Agreement shall come into force on 30 September 1971, and shall continue in force until 30 September 1972.

Signed for and on behalf of:

The Northern (except Gisborne) Motor and Horse Drivers and their Assistants Industrial Union of Workers:

H. S. McCaffley.

Signed for and on behalf of:

Alderson Storage and Fork Hire Co. Ltd.

Bain Civil Engineering Ltd.

Bell Contractors Ltd.

Malcolm Bishop Contractors Ltd.

Bitumix Ltd.

Boag Plant Hire Ltd.

Brooke & Duck Construction Ltd.

Tony Brljevitich Ltd.

Carlton Cranes Ltd.

B. J. Currie Ltd.

Duck Bros. Ltd.

Emoleum (N.Z.) Ltd.

Fairweather Contracting Ltd.

Green & McCahill Contractors Ltd.

Kelston Contractors Ltd.

Lendich Bros. Contractors Ltd.

S. W. McInnes Ltd.

Masters & Ralfe Ltd.

Alfred Monk Ltd.

Neuchatel (N.Z.) Ltd. Roads Division

N.Z. Roadmakers Ltd.

P. Olliver Contracting Ltd.

Otahuhu Earthmovers

T. A. Peterson Construction Co. Ltd.

Pople & Green Ltd.

Reliable Roads Ltd.

Road Builders Ltd.

Road Developments Ltd.

W. Stevenson & Sons Ltd.

Takapuna Carrying & Supply Ltd.

Vulsich & Borich Ltd.

Alf Walker & Son Ltd.

Western Contractors Ltd.

Ivan Whale Ltd.

Wilson Rothery Ltd.

Yelavich Bros. Ltd.

John Yelavich Ltd.

By M. Batten, Duly Authorised Agent.

AUCKLAND GENERAL CONTRACTORS' DRIVERS' — CONCURRENCE
WITH INDUSTRIAL AGREEMENT

Clerk of Awards, Auckland.

Take notice that Eatson and Francis Contractors Ltd, hereby signifies its concurrence with the Auckland General Contractors' Drivers' Industrial Agreement dated 16 November 1971, between the Northern (except Gisborne) Motor and Horse Drivers' and their Assistants' Industrial Union of Workers and various employers, and filed in your office as No. 1556.

Dated at Auckland this 2nd day of December 1971.

For Eatson and Francis Contractors Ltd:

M. S. Francis, Director.

AUCKLAND GENERAL CONTRACTORS' DRIVERS —
CONCURRENCE WITH INDUSTRIAL AGREEMENT

Clerk of Awards,
AUCKLAND

Take notice that:

W. E. Anderson Ltd.

Mervyn Hardie Ltd.

Scarborough Bros. Ltd.

Wilkins and Davies Construction Company Ltd.

hereby signify their concurrence with the —

Auckland General Contractors' Drivers' Industrial Agreement.

dated 16 November 1971, between the Northern (Except Gisborne) Motor and Horse Drivers' and their Assistants' Industrial Union of Workers and various employers, and filed at your office.

Dated at Auckland this 3rd day of December 1971.

On behalf of the employers:

M. F. Dakin, Duly Authorised Agent.

AUCKLAND GENERAL CONTRACTORS' DRIVERS – CONCURRENCE
WITH INDUSTRIAL AGREEMENT

Clerk of Awards, Auckland

Take notice that Leonard Bros Ltd hereby signifies its concurrence with the Auckland General Contractors' Drivers' Industrial Agreement, N.Z. General Drivers Award, dated 16 November 1971, between the Northern (except Gisborne) Motor and Horse Drivers' and their Assistants' Industrial Union of Workers and various employers, and filed in your office as No. 1556.

Dated at Auckland this 15th day of December 1971.

For J. Leonard:

R. M. Toplis, Wage Clerk.