

AUCKLAND ROAD TRANSPORT OPERATORS' 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 Auckland and Suburban General Carriers' and Coal Merchants Industrial Union of Employers (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 engaged in work governed by the New Zealand General Drivers' Award dated 30 September 1971, and employed by road transport operators in the area to which this agreement applies.

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 and service and other special payments and allowances provided in the award are to be paid in addition to the rates specified in this agreement.

(b) In addition to the Service Allowance specified in the award, drivers shall be paid:

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| After three months continuous service with the same employer | .. \$1.50 per week |
| After six months continuous service with the same employer | .. \$2.00 per week |
| After twelve months continuous service with the same employer | .. \$2.83 per week |
| After twenty-four months continuous service with the same employer | .. \$2.33 per week |

NOTE: The sum payable after twenty-four months is, with the other rates specified, additional to the award service payment, It is therefore NOT a reduction.)

Provided that a driver who has had twelve months continuous service with a road transport operator in the area covered by the agreement in the two year period immediately preceding his taking up employment with another operator in the area covered by the agreement, shall be immediately credited with six months' service in such new employment and accordingly entitled to the above-award payment of \$2 per week.

(c) (1) The agreed payments are weekly extra payments and do not affect overtime rates.

(2) The agreed payments are subject to deduction in the same way as the award weekly wage.

(3) No driver shall have his present wages entitlement reduced by the making of this agreement. Above-award payments presently being made may be offset against the payments prescribed by this agreement.

SCOPE OF AGREEMENT

3. 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; and 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

4. 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.

TERMS OF AGREEMENT

5. 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 the Auckland and Suburban Carriers' and Coal Merchants Industrial Union of Employers:

E. J. Brenan, President.

AUCKLAND ROAD TRANSPORT DRIVERS – CONCURRENCE
WITH INDUSTRIAL AGREEMENT

Clerk of Awards, Auckland.

Take notice that W. E. Anderson Ltd, W. R. Leighton Ltd, Fred McKeever Ltd, The New Zealand Express Company (Auckland) Ltd, hereby signify their concurrence with the Auckland Road Transport 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. 1560.

Dated at Auckland this 3rd day of December 1971.

On behalf of the employers:

M. F. Dakin, Duly Authorised Agent.

AUCKLAND ROAD TRANSPORT DRIVERS – CONCURRENCE
WITH INDUSTRIAL AGREEMENT

Clerk of Awards, Auckland.

Take notice that Carr and Haslam Ltd, King Brothers Ltd, King Ready Mix Concrete Ltd, Radley and Co. Ltd, Reliance Transport Ltd, Tutill Carriers Ltd, A. B. Wright and Sons Ltd, hereby signify their concurrence with the Auckland Road Transport 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. 1560.

Dated at Auckland this 10th day of December 1971.

On behalf of the employers:

M. F. Dakin, Duly Authorised Agent.