

HAMILTON CARRIERS, CONTRACTORS AND READY-MIX DRIVERS - INDUSTRIAL AGREEMENT

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, and its amendments, this 19th day of September 1973, 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 the Waikato Road Transport Association Incorporated, the South Auckland Branch of the New Zealand Contractors' Federation Incorporated and the three Ready Mix Concrete Companies operating in Hamilton City (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 section 1 of the New Zealand General Drivers' Award dated 8 December 1972, and employed by employers 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:

After three months continuous service with the same employer, \$1.55 per week.

After six months continuous service with the same employer, \$2.10 per week.

After twelve months continuous service with the same employer, \$2.80 per week.

After twenty-four months continuous service with the same employer, \$2.40 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.)

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

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

(iii) 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.

AREA TO WHICH AGREEMENT APPLIES

3. Area of Hamilton City as bounded by the Hamilton City Council boundaries as defined by the Hamilton City Council on the 31 May 1973.

TERM OF AGREEMENT

4. (i) This agreement, insofar as the three Ready Mix Concrete Companies are concerned, shall come into force on the 31st day of May 1973.

(ii) This agreement, insofar as the Waikato Road Transport Association Incorporated is concerned, shall come into force on the 31st day of July 1973.

(iii) This agreement, insofar as the South Auckland Branch of the New Zealand Contractors' Federation Incorporated is concerned, shall come into force on the 31st day of August 1973.

(iv) This agreement shall continue in force until 7th December 1974.

Signed for and on behalf of the Northern (except Gisborne) Motor and Horse Drivers and their Assistants Industrial Union of Workers:

J. G. Roberts, Duly Authorised Agent.

Signed for and on behalf of the Waikato Road Transport Association Incorporated and its members as per list "A":

T. P. Clarkin, President, Duly Authorised Agent.

Signed for and on behalf of the South Auckland Branch of the New Zealand Contractors' Federation Incorporated and its members as per list "B":

B. Gander, Duly Authorised Agent.

Ready Mix Concrete Companies operating in Hamilton City:

For and on behalf of Ready Mixed Concrete Ltd: G. Mansell.

For and on behalf of Firth Industries Limited: G. C. White.

For and on behalf of Winstone Limited: Tony Dauphin.

List "A"

J. R. Ashman Limited
 Bendix Transport Limited
 E. R. Brighthouse
 D. H. Cook Limited
 Crockett and Watts Limited
 A. B. Donald (Hamilton) Limited
 N. T. Fox
 Freightways (Waikato) Limited
 Jebsons Transport Limited
 Ray Leach Limited
 K. Lehmann
 Melgren Transport Limited
 Don Moreland Limited
 A. H. Pemberton Drainage Limited

List "B"

Barclay and Meads
 Bitumix Limited
 Brown Brothers (Hamilton) Limited
 Culvert and Drain Cleaners Limited
 Davies Transport Limited
 W. R. Falconer
 Ray Leach Limited
 Brian Perry Limited
 E. E. (Ted) Pugh Limited

Purdie and Sherson Limited
L. P. Scherer Limited
Waikato Bitumen Company Limited
R. Wymer Limited.

ENDORSEMENT

It is hereby declared that the terms and conditions of this agreement were agreed to and the instrument was made by the parties named herein on the 31st day of May 1973 but due to difficulties encountered in obtaining signatures of all the parties the agreement was not filed with the Clerk of Awards until 20 September 1973.

Dated this 1st day of November 1973.

Signed for and on behalf of the Northern (except Gisborne) Motor and Horse Drivers and their Assistants Industrial Union of Workers:

J. G. Roberts.

Signed for and on behalf of Waikato Road Transport Association Inc.:

T. P. Clarkin.

Signed for and on behalf of South Auckland Branch of the New Zealand Contractors' Federation Inc.:

B. Gander.

Signed for and on behalf of Ready-Mixed Concrete Ltd:

G. Mansell.

Signed for and on behalf of Firth Industries Ltd:

G. C. White.

Signed for and on behalf of Winstone Ltd:

Tony Dauphin.