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**Wellington and Hutt Valley
Carriers — Collective Agreement
(Voluntary)**

Dated 9/12/75

NOTE: See clause 17 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 Wellington and Hutt Valley Carriers Dispute of Interest between the Wellington Road Transport and Related Industries Motor and Horse Drivers' and their Assistants' Industrial Union of Workers, and the members of the Wellington and Hutt Valley Carriers' Association (Inc.)

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 schedule 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 9th day of December 1975.

(L.S.)

G. O. Whatnall, President.

Form 5

Sections 65 and 66

Regulation 9 (4)

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 Wellington Agreement Dispute of Interest between the Wellington Road Transport and Related Industries Motor and Horse Drivers' and their Assistants' Industrial Union of Workers and the members of the Wellington and Hutt Valley Carriers' Association (Inc.).

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 25th day of November 1975.

For and on behalf of the New Zealand Road Carriers' Industrial Union of Employers:

B. P. Gresham, Secretary.

For and on behalf of the Wellington Road Transport and Related Industries Motor and Horse Drivers' and their Assistants' Industrial Union of Workers:

K. G. Douglas, Secretary.

WELLINGTON AND HUTT VALLEY CARRIERS'
COLLECTIVE AGREEMENT

This collective agreement made in pursuance of the Industrial Relations Act 1973 this ninth day of July 1975 between the Wellington Road Transport and Related Industries Motor and Horse Drivers' and their Assistants' Industrial Union of Workers hereinafter referred to as the "union" in one part; and the New Zealand Road Carriers' 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:

SCOPE

1. This agreement shall apply to drivers of vehicles operating under goods service licences (hereinafter referred to as "drivers") employed by any existing member of, and those who may subsequently become members of, the Wellington and/or Hutt Valley Carriers' Associations, and within all that area bounded in the north by a straight line from the Pukerua Bay Post Office across to Kaitoke to the coast and to the summit of the Rimutaka Range to Baring Head including all cities, boroughs and town districts therein or contiguous thereto.

WAGE AND SERVICE BONUSES

2. The employer shall pay the driver as follows:
- (a) The appropriate agreement rate shall be increased by \$5.46 per week which shall be incorporated into the hourly rate for the purpose of assessing overtime rates.
 - (b) After 12 months' service with the same employer a bonus of \$1.17 per week shall be paid in addition to the service provisions of the agreement (total bonus payment per week \$2.46).
 - (c) After two years' service with the same employer a bonus of \$1.75 per week shall be paid in addition to the service provision of the agreement (total bonus payment per week \$4.33).
 - (d) After five years' service with the same employer a bonus of \$1.53 per week shall be paid in addition to the total bonus provided for in (c) above (total bonus payment per week \$5.86).
 - (e) The effect of this clause of this agreement is that the basic rates plus bonuses where paid at present will be adjusted so that the minimum basic rates payable to drivers will not be less than the appropriate agreement rate plus payments as provided for in sub-clauses (a), (b), (c), and (d) of clause 2.
 - (f) The union agrees not to negotiate during the currency of this agreement with any of the employers party to this agreement as to any further variation of basic rates, wages, bonuses payable or any matter contained in this agreement.

WHARF SPOTTERS

3. Employers who employ "Wharf Spotters", the definition of which is any worker who is employed permanently to assist a driver in organising, selecting or drafting goods to be carted, shall pay such workers as per the schedule.

STOP-WORK MEETINGS

4. The union may hold stop-work meetings in accordance with the provisions of the agreement. Such meetings are to be arranged on a day to coincide with a regular wharf stop-work meeting. Employers shall pay to those drivers who attend such meetings and who return to work as soon as practicable after the conclusion of the meeting, two hours pay for the duration of the meeting.

PICNIC DAY

5. Picnic Day shall be observed in each year on the Monday of the week in which January 29th falls which will coincide with the observance of Picnic Day by the Waterfront Unions.

SICK LEAVE

6. Workers will be entitled to sick leave on the following scale:

After 3 months' service with the same employer	1 day
After 6 months' service with the same employer	2 days
After 9 months' service with the same employer	4 days
After 12 months' service with the same employer	5 days

Sick pay entitlement will be paid in respect to the worker's own sickness. Sick pay entitlement shall accumulate on the basis of five days for each year of service up to a maximum of 15 days in any one year. Provided further that:

- (a) Immediate notice is given to the employer of the worker's inability to work.
- (b) In respect to absence of up to two consecutive days due to sickness, the employer may at his discretion require the production of a medical certificate as proof of illness, notice of such requirement for a medical certificate to be given immediately after notification of absence. A medical certificate will be provided for absence due to sickness of more than two days.
- (c) The provisions of clause 27 (a) of the agreement in respect to having any sick leave entitlement in excess of five days paid in addition to any Social Security entitlement up to the maximum allowable income may be applied.

HOLIDAY PAY

7. Payment for annual holidays in respect only on annual holidays taken in respect of each complete year of service with the same employer and as provided for in the N.Z. General Drivers' Agreement, shall be at the basic rates of pay under this agreement and any weekly bonuses being paid immediately prior to the holidays being taken.

DELEGATE'S PAY

8. That where a job has 10 (ten) or more workers covered by this agreement, a delegate will be elected. Such delegate shall be entitled to attend meetings or conferences of the union up to 2 (two) days per year on pay. Such payment shall be made on the basis of 8 (eight) hours ordinary rate.

DIRT MONEY

9. Dirt money payments for commodities covered by clause 7 (d) of the agreement will be paid at a minimum of 10 cents per hour with a minimum payment of 50 cents per day. Provided that dirt money for commodities named in the agreement, where the payment is greater, shall not be affected. Should any dispute arise as to the provision of dirt money for products not named in the agreement such dispute shall be referred to the Disputes Committee referred to in clause 14. Further, the general question of dirty work will be the subject of discussion by the Industry Committee as set up under clause 15.

WET WEATHER CLOTHING AND SAFETY FOOTWEAR

10. After one month's service with the same employer, a worker shall be entitled to have provided for his personal use, one set of wet weather clothing plus a pair of boots/shoes of approved safety design. In the event of the worker leaving the service of the employer within 24 weeks from the date of issue, the employer may claim a refund of costs based on the agreement payment (75 cents) for each week of the unexpired period.

Employers shall be responsible for repair and replacement of such clothing and footwear, as and when necessary, on production of the worn out or damaged article.

Workers employed on bin trucks will, in addition to the above, be supplied with gumboots.

TEN-HOUR BREAK

11. Where an employer requires workers to commence work prior to the observance of a ten-hour break between the cessation of work and the recommencement of work the next day, the employer shall pay workers double time rate for all hours worked until a ten-hour break is observed.

CONTAINER TERMINAL

12. Workers required to operate from the Container Terminal during the week after 5.30 p.m. shall be paid a minimum payment of 3 (three) hours double time. The employer shall supply transport home or reimburse workers for the cost of transport home (where their own vehicle is used).

OVERNIGHT ALLOWANCE

13. Where workers are required to be absent from their home town overnight, they shall be paid an out of pocket allowance of \$2.56 per night. The employer shall be responsible for all other expenses, for meals and accommodation, in accordance with the provisions of the award.

DISPUTES

14. The union agrees during the currency of this agreement that any disputes that may arise will be discussed with a committee comprising representatives of the Wellington and Hutt Valley Carriers' Associations and the union. Should agreement not be reached by the parties covered by this agreement, an arbitrator satisfactory to both parties shall be appointed.

In the event of this procedure not resolving the issue, the procedure as laid down in the agreement for Disputes and Personal Grievance will be applied.

INDUSTRY COMMITTEE

15. That the employers and the union agree to constitute a joint committee to hold meetings at three-monthly intervals for the purposes of studying and making recommendations on industry problems confronting both the employers and employees in the industry.

DEDUCTION OF UNION DUES

16. Employers covered by this agreement shall deduct union subscriptions in accordance with the arrangements that have been agreed to by the parties.

TERM

17. This agreement shall come into force as from the ninth day of July 1975 and shall continue in force for the currency of the New Zealand General Drivers' Agreement which is to expire on the 30th day of June 1976.

For and on behalf of the New Zealand Road Carriers' Industrial Union of Employers:

B. P. Gresham, Secretary.

For and on behalf of the Wellington Road Transport and Related Industries Motor and Horse Drivers' and their Assistants' Industrial Union of Workers:

K. G. Douglas, Secretary.

Dated: 6th November 1975.

WELLINGTON AGREEMENT

Schedule of Wage Rates

	Wkly Rate	Hrly Rate	T½	D.T.
Up to 2 tons	78.41	1.96	2.94	3.92
Over 2 tons up to 10 tons	80.68	2.02	3.03	4.03
Over 10 tons up to 14 tons	81.88	2.05	3.07	4.09
Over 14 tons up to 20 tons	83.66	2.09	3.14	4.18
Over 20 tons up to 28 tons	85.47	2.14	3.21	4.27
Over 28 tons up to 34 tons	86.83	2.17	3.26	4.34
Over 34 tons up to 40 tons	88.20	2.21	3.31	4.41
Over 40 tons	89.57	2.24	3.36	4.48
Artics: 91 cents per week in addition to tonnage classification, weekly and overtime rates as follows:				
Over 10 tons up to 14 tons	82.79	2.07	3.10	4.14
Over 14 tons up to 20 tons	84.57	2.11	3.17	4.23
Over 20 tons up to 28 tons	86.38	2.16	3.24	4.32
Over 28 tons up to 34 tons	87.74	2.19	3.29	4.39
Over 34 tons up to 40 tons	89.11	2.23	3.34	4.46
Over 40 tons	90.48	2.26	3.39	4.52
Transporters:				
Up to 28 tons	87.07	2.18	3.27	4.35
Over 28 tons up to 40 tons	89.80	2.25	3.37	4.49
Over 40 tons	92.53	2.31	3.47	4.63
Machine Operators:				
Scrapers, Dozers, Loaders	86.28	2.16	3.24	4.31
Operator Specialists	90.71	2.27	3.40	4.54
Fork Lifts:				
Up to 8,000 lb	80.68	2.02	3.03	4.03
8,000-20,000 lb	81.88	2.05	3.07	4.09
Over 20,000 lb	83.66	2.09	3.14	4.18
Youths:				
17-18 years	61.50	1.54	2.31	3.08
18-19 years	65.20	1.63	2.45	3.26
Drivers' Assistants:				
Under 17 years	53.98	1.35	2.02	2.70
17-18 years	58.52	1.46	2.19	2.93
18-19 years	61.50	1.54	2.31	3.08
Adults	75.91	1.90	2.85	3.80
Wharf Spotter:	89.11	2.23	3.34	4.46

Service Bonus: In lieu of the provisions of clause 25 of the award, the following shall apply to all workers covered by the agreement:

After 12 months' service	\$2.46 per week
After 2 years' service	\$4.33 per week
After 5 years' service	\$5.86 per week

(Applicable as from 9th July 1975)

All other award provisions and allowances will be paid as per the award, i.e.: Daily Trailer Rates, Long Artic, Hiab, etc.

MEMORANDUM

The new classifications in the wages schedule of the agreement have been approved pursuant to Regulation 7 of the Wage Adjustment Regulations 1974.

Having regard to prevailing circumstances the Commission has, pursuant to Regulation 7 of the Wage Adjustment Regulations 1974 and section 92 (2) of the Industrial Relations Act 1973, consented to the specified period for which

this agreement is to continue in force being less than one year from the date of making.

The rates of remuneration prescribed by this collective agreement are NOT to be increased by the application of the second cost of living order made pursuant to Regulation 3 of the Wage Adjustment Regulations 1974, Amendment No. 4, dated 9 June 1975.

G. O. Whatnall, President.