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

Dated 25/11/76

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 25th day of November 1976.

(L.S.)

G. O. Whatnall, President.

Sections 65 and 66

Regulations 9 (4)

Form 5

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' Associations 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 October 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.

WELLINGTON AND HUTT VALLEY CARRIERS' COLLECTIVE AGREEMENT

This Collective Agreement made in pursuance of the Industrial Relations Act 1973 this eleventh day of October 1976 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.

WAGES AND SERVICE BONUSES

2. The employer shall pay the driver as follows:

- (a) The appropriate Agreement rate shall be increased by \$5.82 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 2 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 5 years service with the same employer a bonus of \$1.53 per week shall be paid in addition to the total bonus as 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 subclauses (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, 2 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 observation 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 workers own sickness. Sick Pay entitlement shall accumulate on the basis of 5 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 workers 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.

DELEGATES 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 dirt money 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 gum boots.

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 apply.

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 eleventh day of October 1976 and shall continue in force for the currency of the New Zealand General Drivers' Agreement which is to expire on the 10th day of October 1977.

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 25 October 1976.

MEMORANDUM

Associated with the terms of settlement submitted for registration was an application pursuant to Regulation 7 of the Wage Adjustment Regulations 1974 (Reprint 1976/198). This application has been sustained.

(L.S.)

G. O. Whatnall, President.