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**Waikato Road Transport Operators'
and Waikato Road Contractors'
Drivers — Collective Agreement
(Voluntary)**

Dated 28/10/77

Note: See clause 6 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 Waikato Road Transport Operators' and Waikato Road Contractors' Drivers Dispute of Interest between the Northern (except Gisborne) Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers and the Waikato Road Transport Association Incorporated, and the South Auckland Branch of the New Zealand Contractors Federation (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 28th day of October 1977.

(L.S.)

G. O. Whatnall, President.

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 Waikato Road Transport Operators' and Contractors' Drivers dispute of interest between the Northern (except Gisborne) Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers and the Waikato Road Transport Association Incorporated, and the South Auckland Branch of the New Zealand Contractors Federation (Inc) as in List A and B.

To: the Registrar of the Industrial Commission.

We hereby submit to your 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 Auckland this 16th day of August 1977.

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

G. H. Anderson, Duly Authorised Agent.

Signed for and on behalf of the Waikato Road Transport Association Incorporated and its members as in List A:

T. G. Young, Duly Authorised Agent.

Signed for and on behalf of the South Auckland Branch of the New Zealand Contractors Federation Incorporated as in List B:

B. Coombes, Duly Authorised Agent.

SCHEDULE A

Hamilton City Members of Waikato Road Transport Association Incorporated

Avalon Drainage Ltd.
Bendix Transport.
Bells Rentals Ltd.
Brown Drainage Ltd.
Mr. D. R. Calder.
D. H. Cook Ltd.
Crockett & Watts Ltd.
Mr. V. M. Curtis.
A. B. Donald (Hamilton) Ltd.
Davies Transport Ltd.
Freightways (Waikato) Ltd.
Allan Fergusson Ltd.
Mr. J. J. Fabish.
Firth Industries Ltd.
Mr. G. Fleming.
Mr. R. A. Forbes.
J. Flynn Ltd.
Mr. N. T. Fox.
Mr. B. Fahey.
B. W. Gibson Ltd.
Owen Glynn Ltd.
Mr. T. H. Goodall.
Harris Bros. Transport.
Mr. R. J. Harwood.
Hoares Transport Ltd.
Mr. R. E. Hodgson.
Hynd Building Removals.
Mr. L. A. S. Jackson (Jnr).
Mr. A. Johnson.
Mr. B. P. Kenny.
Line Haul Ltd.
Latimer Contracting Ltd.
Ray Leach Ltd.
Mr. K. Lehmann.
N. L. Lock Ltd.
Mr. J. Lucas.
Mr. R. A. Marsh.
Melgren Transport Ltd.
B. & M. Milne Ltd.
Don Moreland Ltd.
Kevin M. Mulqueen Ltd.
N. Z. Co-op Dairy Co. Ltd.
New Zealand Couriers (Hamilton) Ltd.
Mr. M. D. O'Connor.
J. R. O'Hearn.
Les Pickford Transport.
Paramount Recaps Ltd.
Mr. R. Patterson.
Arthur Pemberton Drainage Ltd.
E. W. Peterson & Sons Ltd.
Mr. H. H. Polglase.
E. E. Pugh Ltd.
H. K. Paku.

D. R. Purdie.
 Purdie & Sherson Ltd.
 Andrew & Andrew Ltd.
 Mrs. J. M. E. Roache.
 Mr. D. Ryrie.
 P. J. Soo Choon.
 Mr. B. Schutt.
 Simmons Transport Ltd.
 M. G. Tandy Ltd.
 Mr. G. A. Tapp.
 Mr. A. J. Todd
 Mr. E. Toxopeius.
 Trailways Transport Ltd.
 Turners & Fows Ltd.
 L. M. Urlich.
 Waikato Bitumen Co. Ltd.
 Waikato Breweries Ltd.
 Mr. B. Wolfe.
 Mr. A. T. Workman.
 J. D. Wright Ltd.
 J. W. Wall.
 Waikato Hide & Skin Ltd.
 P. G. & C. I. Williams.
 R. N. Wymer Ltd.

SCHEDULE B

Hamilton City Members South Auckland Branch N.Z. Contractors Federation Incorporated

Andrews, T. & Son.
 Benton & Son Ltd.
 Brown Bros. (N.Z.) Ltd.
 Clyde Engineering Co. Ltd.
 Dale Construction & Dev. Ltd.
 Hume Industries Ltd.
 Kettle, E. Ltd.
 Industrial Steel & Plant Co.
 Latimer Contracting Ltd.
 Leach, Ray Ltd.
 Lovelock, I. C. E.
 Macdonald, Ian S.
 McEwen Construction Ltd.
 Perry, Brian Ltd.
 Scherer, L. P. Ltd.
 Track Rebuilders Ltd.
 Track Services Ltd.
 Waikato Bitumen Ltd.
 Wymer, Richard N. Ltd.
 Aaron Associates Ltd.
 Waikato Drainage & Trenching Ltd.
 Winstone Civil Construction Ltd.

WAIKATO ROAD TRANSPORT OPERATORS' AND WAIKATO ROAD CONTRACTORS' DRIVERS INDUSTRIAL AGREEMENT

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This Agreement made under the Industrial Relations Act 1973 shall apply to drivers engaged in work governed by the New Zealand General Drivers' Award dated 11 October 1976 and employed by Road Transport Operators and Road Contractors in the area to which this Agreement applies.

WAGES

2. (a) Except as otherwise provided in this Agreement, the rate 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 rates of wages specified in subclause 2 (a) above each driver shall receive \$6.60 per week provided that that amount shall not be paid to any worker who does not work forty ordinary hours in the respective week; except where the worker qualifies for payment under the sick pay, bereavement leave, or stopwork meeting clauses of the relevant award or except where unusual circumstances necessitate the worker's absence and justify waiving the requirements of this provision in the first week of absence; provided further that "unusual circumstances" in the context of this sub-clause shall be taken to include:

(i) A meeting of workers on a job when the following conditions are fulfilled:

1. before calling any meeting the job delegate shall make every reasonable attempt to solve the problem(s) necessitating the meeting by full discussions with management.

2. when the time of the meeting, its purpose and if possible its proposed duration have been decided, the delegate shall tell management and shall also contact the union office and tell the secretary or an organiser.

3. the secretary or union organiser shall then contact the employer and confirm with the employer or vary with the employer the arrangements for the meeting.

(ii) The absence due to sickness of a worker who has no sick pay entitlement provided the worker meets the following conditions:

1. he notifies the employer before the time he would have started work, on the first day of absence.

2. his work attendance record prior to the absence is in keeping with his contractual obligations.

(c) (i) The agreed payment is a weekly extra payment and does not affect over-time rates.

(ii) The Hamilton Carriers, Contractors and Ready-Mix Drivers Industrial Agreement which came into force on 31 August 1973 shall cease to apply with the coming into being of this Agreement.

UNDERTAKING

3. The Union agrees that during the currency of this Agreement no variation of the terms and conditions of the Agreement will be negotiated with any employer party.

SCOPE OF AGREEMENT

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

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. Subject to approval by the Industrial Commission, this Agreement shall come into force from 18 August 1977 and shall continue in force for twelve months from the date of registration.

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

G. H. Anderson, Duly Authorised Agent.

Signed for and on behalf of the Waikato Road Transport Association Incorporated and its members as in List A:

T. G. Young, Duly Authorised Agent.

Signed for and on behalf of the South Auckland Branch of the New Zealand Contractors Federation Incorporated as in List B:

B. Coombes, Duly Authorised Agent.

MEMORANDUM

The terms of settlement submitted by the parties have been registered by the Commission in terms of Section 65 of the Industrial Relations Act 1973. However, clause 6, Term of Agreement, has been made specific by inserting the actual date on which the document was lodged with the Commission, viz 18 August 1977. The clause formerly read as follows:

"Subject to approval by the Industrial Commission, this Agreement shall come into force from the date of its lodgement with the Commission and shall continue in force for twelve months from the date of registration."

(L.S.)

G. O. Whatnall, President.