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**Wellington Ancillary Drivers – Collective  
Agreement (Voluntary)**

**Dated 2/2/77**

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**NOTE: See clause 14 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 Ancillary Drivers Dispute of Interest between the Wellington Road Transport and Related Industries Motor and Horse Drivers and their Assistants Industrial Union of Workers and the employees set out in the attached Appendix.

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 2nd day of February 1977.

(L.S.)

G. O. Whatnall, President.

## Form 5

Sections 65 and 66

Regulation 9 (iv)

## SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

Under the Industrial Regulations Act 1973

In the matter of the Industrial Relations Act 1973 and in the matter of the Wellington Ancillary Drivers Agreement Dispute of Interest between the Wellington Road Transport and Related Industries Motor and Horse Drivers' and their Assistants' Industrial Union of Workers and Employer Parties to Agreement (see Appendix)

To: The Registrar of the Industrial Commission

We hereby submit to you a signed copy of the terms of voluntary settlement of the abovementioned 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 17th day of January 1977.

For and on behalf of the Employer Parties to Agreement (see Appendix):

D. J. Patten, Industrial Advocate.

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.

## APPENDIX

## ANCILLARY EMPLOYERS OF DRIVERS

## EMPLOYER PARTIES

Taylor Bros. Ltd. P.O. Box 7022, Wellington South.  
 Andrews & Beaven, P.O. Box 30-969, Lower Hutt.  
 Fairbairn Wright, P.O. Box 207, Wellington.  
 U.E.B. Industries Ltd. P.O. Box 36004, Moera.  
 Adams Bruce Ltd. P.O. Box 9042, Wellington.  
 Foster Drycleaners, 325 Jackson Street, Petone.  
 Unilever (N.Z.) Ltd. Private Bag, Petone.  
 Hope Gibbons Ltd. P.O. Box 2197, Wellington.  
 Kodak New Zealand Ltd. P.O. Box 1095, Wellington.  
 Dulux Paints (N.Z.) Ltd. P.O. Box 30-366, Lower Hutt  
 Smith & Brown (Wgtn) Ltd. P.O. Box 5044, Wellington, 88-90 Lambton Quay.  
 National Radiators Ltd. P.O. Box 14-100, Kilbirnie, Wgtn.  
 Consolidated Plastics (Wgtn.) Ltd. Merton St, Trentham.  
 Schwepes (N.Z.) Ltd., P.O. Box 30-181, Lower Hutt.  
 Zip Holdings Limited P.O. Box 30-669, Lower Hutt.  
 Zip (Subsidiaries):  
     Zip Wholesalers Ltd. P.O. Box 2084, Wellington  
     Zip Industries Ltd. P.O. Box 40121, Upper Hutt  
     Jenkins & Mack Ltd. P.O. Box 9323, Courtenay Place, Wgtn.  
 N.Z.T.S. Services (Wgtn.) P.O. Box 7064, Wellington, 5-9 Hospital Road.  
 Kearneys Service Station Ltd. 74 Abel Smith Street, Wellington 1.  
 The Farmers Trading Co. (Wgtn.) Ltd., Cuba Street, Wellington.  
 A. & T. Burt Ltd. P.O. Box 1092, Wellington.  
 G.E.C. (N.Z.) Ltd. P.O. Box 50-244, Porirua.  
 Hygienic Towel Supply Ltd., 12 Arney Street, Newtown, Wellington 2.

Certified Concrete Ltd. P.O. Box 556, Wellington.  
 N.Z. Motor Corp. Ltd. P.O. Box 30367, Lower Hutt. 247-249 High Street,  
 Coca-Cola Bottlers (Wgtn.) Ltd. P.O. Box 40-325, Upper Hutt.  
 Golden Bay Cement Co. Ltd. P.O. Box 111-41, Wellington  
 K. M. Dentice Ltd. Dentice Dry Cleaning. Box 12-128 Wellington North  
 Electric Refrigeration (N.Z.) Ltd. P.O. Box 328, Wellington.  
 E.M.I. (N.Z.) Ltd. P.O. Box 296, Wellington.  
 Victoria Laundry Co. Ltd. P.O. Box 38-072, Petone.  
 W. D. & H. O. Wills (N.Z.) Ltd. Private Bag, Petone.  
 Blundell Bros. Ltd. P.O. Box 3740, Wellington  
 Medical Supplies N.Z. Ltd. P.O. Box 1994, Wellington.  
 Feltex New Zealand Limited. P.O. Box 848, Wellington.  
 Fletcher Construction Co. Civil Engineering Division. P.O. Box 51-080, Tawa.  
 N.Z. Industrial Gases Ltd. P.O. Box 30337, Lower Hutt.  
 Hanimex Film Processors P.O. Box 30239, Lower Hutt.  
 Geo. Thomas & Co. Ltd. P.O. Box 26, Wellington  
 Southward Engineering Co. Ltd. Port Road, Seaview.  
 Colgate-Palmolive Ltd. P.O. Box 38-077, Petone.  
 Taubmans International (N.Z.) Ltd. P.O. Box 14-064, Wellington  
 Gordon & Gotch (N.Z.) Ltd. P.O. Box 1595, Wellington  
 Skellerup Sales Ltd. P.O. Box 50047, Porirua.  
 I.C.I. New Zealand Ltd. P.O. Box 30275, Lower Hutt.

## WELLINGTON ANCILLARY DRIVERS AGREEMENT

### PURPORT OF AGREEMENT

1. That in the interest of achieving stability of wage rates and general harmony in the employment of drivers the parties undertake to enter into the agreement detailed hereunder.

### INDUSTRY TO WHICH AGREEMENT APPLIES

2. This Agreement shall apply to drivers who are members of the Wellington Road Transport and Related Industries Drivers and their Assistants Industrial Union of Workers, and who are employed by the Ancillary Employers whose names are appended as parties to this Agreement.

### STATUS OF AGREEMENT

3. The provisions of this Agreement shall be read in conjunction with the provisions of the New Zealand General Drivers Award.

### AREA OF AGREEMENT

4. This Agreement shall apply to that area covered in Clause 3 (c) (ii) title "Wellington Area" of the Award, namely,

"The area of the Wellington City, Johnsonville Town District, the County of Makara, and all that portion of the Hutt County bounded to the north by the No. 1 Main Highway from the county boundary at Paremata to its junction with the Pauatahanui-Upper Hutt Road; thence by the Pauatahanui-Upper Hutt Road via Judgeford and Moonshine, to the boundary of the Upper Hutt Borough to its intersection with the Wellington-Napier railway line; and thence by the Wellington-Napier railway line to the eastern boundary of the Hutt County; including all boroughs and town districts therein or contiguous thereto."

### WAGE AND SERVICE BONUSES

5. (a) The employer shall pay the driver as follows:

- (i) The appropriate Award rate shall be increased by \$5.82 per week which shall be incorporated into the hourly rate for the purpose of calculating overtime.
- (ii) After twelve months continuous service with the same employer a bonus of \$1.17 per week shall be paid in addition to the Award service provisions (total payment, including Award service provision, of \$2.46 per week).
- (iii) After two years continuous service with the same employer a bonus of \$1.75 per week shall be paid in addition to the Award service provisions (total payment, including Award service provision, of \$4.33 per week).
- (iv) After five years continuous service with the same employer a bonus of \$1.53 per week shall be paid in addition to the Award service provisions (total payment including Award service provision, of \$5.86 per week).

(b) All above Award payments (including any type of bonus or incentive payment) presently being made may be offset against the payments prescribed by this Agreement.

(c) The employer shall be entitled to make a rateable deduction from the above payments for time lost by the worker through sickness, accident or the worker's own default.

### SICK LEAVE

(a) In conjunction with the Award sick leave provisions drivers shall qualify for sick leave entitlement on the following basis:

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

(b) The above entitlement is not cumulative and a driver shall not be entitled to more than five days sick leave after twelve continuous months service with the same employer (subject to the Award accumulation provisions), provided that where an employer has in operation a more favourable sick leave scheme, that scheme shall continue to operate according to its tenor.

### STOP WORK MEETINGS

7. The Union may hold stop work meetings which shall be in accordance with the terms of the Award. Drivers who attend such meetings and who return to work as soon as practicable after the conclusion of the meeting shall be paid up to two hours pay for the duration of the meeting. By arrangement with the Union an employer will be permitted to retain a suitable number of drivers to carry out essential duties.

### DELEGATES

8. Where a job has four or more drivers employed a delegate may be elected. On the election of the delegate and after written notice of the appointment has been given to the employer by the Union, the delegate shall be allowed to attend Union meetings or conferences for up to two days per annum on pay. Wages shall be paid on the basis of eight hours at ordinary time rate.

### TEN HOUR BREAK

9. Where an employer requires a driver 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 double time rates for all hours worked until a ten hour break is observed.

### OVERNIGHT ALLOWANCE

10. Drivers who are required to be absent from their home town overnight 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

11. Any dispute that arises concerning this Agreement shall be dealt with in accordance with the provisions of Sections 115-116 of the Industrial Relations Act 1973.

### DIRT MONEY

12. Dirt money payments for commodities covered by Clause 7 (d) of the General Drivers 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 11.

## GENERAL

13. (a) The Union agrees that during the currency of this Agreement no variation to the terms and conditions of the Agreement will be negotiated with an employer party.

(b) Nothing in this Agreement shall apply to employers already bound by a formal ruling rate agreement with the Union.

## TERM

14. 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 tenth day of October 1977.

Signed for and on behalf of:

Wellington Road Transport Drivers and Related Industries Industrial Union of Workers:

K. G. Douglas.

Employer Parties to Agreement (See Appendix):

D. J. Patten.

## 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.

The cost of living allowance applicable on and after 25 June 1976 shall have effect according to the tenor of Regulation 3 of the Wage Adjustment Regulations 1974 (Reprint 1976/198).

G. O. Whatnall, President.