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Auckland Road Contractors Drivers— Collective Agreement (Voluntary)

Dated 28/10/77

NOTE: See clause 9 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 Auckland 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 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.

Form 5

Section 65

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 Auckland Road Contractors Drivers' Industrial Agreement between the Auckland Branch of the New Zealand Contractors' Federation (Inc.) and Northern (except Gisborne) Motor and Horse Drivers and their Assistants Industrial Union of Workers.

To the Registrar, Industrial Commission, Wellington.

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 Auckland this 14th day of September 1977.

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

M. Batten.

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

G. H. Anderson.

AUCKLAND 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 members of the Auckland Branch of the New Zealand Contractors' Federation (Inc) 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 stop-work 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) In addition to the provisions provided for in Clause 5 of the New Zealand General Drivers' Collective Agreement all time worked outside or in excess of the daily hours prescribed shall attract a flat payment of 16.5 cents per worked hour.

(ii) No driver shall have his present wage entitlement, excluding Ruling Rate Agreement payments, reduced by the making of this Agreement. Above award payments presently being made may be set-off against the payments prescribed by this Agreement.

(iii) The Auckland General Contractors Drivers Industrial Agreement (known as the Contractors Ruling Rate Agreement) dated 16 November 1971, as subsequently amended by cost of living or wage orders, shall cease to apply on the coming into force 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 shall be negotiated with any employer party.

BRIDGING

4. If a driver is dismissed, but within four calendar months is re-engaged by the same employer, his continuous service with that employer at date of dismissal shall be credited to him on re-engagement.

DELEGATES

5. (a) Delegates may attend a maximum of four delegates' meetings per year. Payment for such meetings shall be to a maximum of three hours at ordinary rates of pay, provided that only one delegate per company shall attend.

(b) This clause shall have no application to any company with less than 10 drivers.

SCOPE OF AGREEMENT

6. This Agreement shall operate throughout all that portion of the North Island bounded to the North by Bethells Road from the sea to the junction of the said road with the No. 16 Main Highway at Waitakere; thence by the No. 16 Main Highway to its junction with the No. 18 Main Highway at Kumeu; thence by the No. 18 Highway to its junction with the No. 1 Main Highway at Pukeatua; thence by the No. 1 Main Highway to the Orewa River; and thence by the Orewa River to the sea; and to the south by the southern boundary of the Manukau City and the southern boundary of the Papakura Borough Council including all boroughs and town districts therein or contiguous thereto.

DISPUTES

7. 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 Employers' Association and in the event of no agreement being reached the matter shall be referred to a Dispute 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.

AWARD RESTRUCTURING

8. The parties to this agreement undertake during any subsequent negotiation of a successor agreement to take into account the effects of the restructuring of the New Zealand General Drivers Award.

TERM OF AGREEMENT

9. This agreement shall come into force from 30 June 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:

President, K. L. Fabris.
Secretary, G. H. Anderson.

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

Authorised Agent, M. Batten.

MEMORANDUM

Concomitantly with the submission of the document for registration the parties lodged an application under Regulation 5 of Part 1 of the Wage Adjustment Regulations 1974 (Reprint 1976/198). The Commission has approved this application to correct a serious anomaly in terms of the Regulations as they stood immediately before the commencement of Amendment No. 9.

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 8, Term of Agreement, has been made specific by inserting the actual date on which the document was lodged with the Commission, viz 30 June 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”.

The rates of remuneration prescribed by this collective agreement are NOT to be increased by the application of the provisions of the Wage Hearing Tribunal's Order of the 1st March 1977.

Regulation 3 of Part I of the Wage Adjustment Regulations 1974 (Reprint 1976/198) shall have effect according to its tenor in addition to the remuneration governed by this agreement.

(L.S.)

G. O. Whatnall, President.