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Wellington Contractors Drivers — Collective Agreement (Voluntary)

Dated 18/2/77

Note: See clause 11 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 Contractors 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 New Zealand Civil Engineering and Agricultural Contractors Industrial Union of Employers (Wellington Branch).

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 18th day of February 1977.

(L.S.)

G. O. Whatnall, President.

Form 5

Sections 65 and 66

Regulations 9 (4)

SUBMISSION OF VOLUNTARY SETTLEMENT FOR
REGISTRATION UNDER THE INDUSTRIAL RELATIONS ACT
1973

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 Wellington Branch of the New Zealand Civil Engineering and Agricultural Contractors' Industrial Union of Employers.

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 15th day of December 1976.

For and on behalf of the New Zealand Civil Engineering and Agricultural Contractors' Industrial Union of Employers: C. I. Blincoe, 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 CONTRACTORS' COLLECTIVE AGREEMENT

This collective agreement made in pursuance of the Industrial Relations Act 1973 this 11th 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 Civil Engineering and Agricultural Contractors 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 cover all members of the Wellington Branch of the New Zealand Civil Engineering and Agricultural Contractors' Industrial Union of Employers, and such other members of the Federation who may from time to time undertake work within the area covered by the Wellington Branch and shall apply to drivers and machine operators employed by such members in the area covered by the Union.

WAGE AND SERVICE BONUSES

2. The Employer shall pay the driver as follows:—

- (a) The appropriate Award 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 Award (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 Award (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 Award rate plus payments as provided for in sub-clause (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 to basic rates, wages, bonuses payable or any matter contained in this agreement.

STOP WORK MEETINGS

3. The Union may hold Stop Work meetings in accordance with the provision of the New Zealand General Drivers' Industrial 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 but not later than 2 p.m., two hours pay for the duration of the meeting.

PICNIC DAY

4. Picnic Day shall be observed in each year on the Tuesday following Easter Monday.

SICK LEAVE

5. 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 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 Award 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.

DELEGATES PAY

6. 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.

BRIDGING

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

DEDUCTION OF UNION FEES

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

DISPUTES

9. 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 Association and in the event of no agreement being reached, the matter shall be referred

to a Disputes Committee on which the representation shall be not less than two parties nominated by the Federation 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 provisions of the Industrial Relations Act.

TRAVELLING TIME

10. (a) Where workers are required to commence work at any site within twenty miles (shortest road route from the worker's home to the site) he shall be paid one hour at his ordinary hourly rate per day as travelling time. In the event of the employer supplying transport, he shall be paid one half an hour at ordinary rate.

(b) Where a worker is required to commence work at the site outside of a twenty mile radius, he shall be paid one and one half hours at his ordinary rate per day as travelling time and the employer shall provide transport or reimburse employees using their own vehicles reasonable running costs.

(c) In the event of special circumstances, the Employer shall provide transport or make a payment reimbursing the worker for any additional costs involved in travelling outside of the seasonal pattern of hours or where the daily span of hours worked exceeds twelve.

(d) Where a worker is required as a condition of his employment to commence and finish work at his employer's depot he shall not be entitled to any payment for travelling time or reimbursement for expenses for travelling to or from the depot to commence or finish work at the normal hours. Depot shall mean the Employer's office and/or permanent facilities of the employer where workers are able to change their clothing, use sanitary conveniences, wash with hot water and take their meals.

(f) The above provisions shall apply in lieu of the provisions as set out in Clause 22 of the N.Z. General Drivers' Award.

TERM

11. This agreement shall come into force as from the 11th day of October 1976 and in respect to the wage rates, shall apply from the 11th day of October 1976 and shall continue in force for the currency of the New Zealand General Drivers' Award which is to expire on the 10th day of October 1977.

For and on behalf of the New Zealand Civil Engineering and Agricultural Contractors' Industrial Union of Employers: C. I. Blincoe, 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.

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.

Published and issued by the Industrial Commission of New Zealand

**NEW ZEALAND AIRWAYS CLERICAL EMPLOYEES – DECISION
OF THE INDUSTRIAL COMMISSION**

Dated 12/12/77

In the Industrial Commission of New Zealand – In the matter of the Industrial Relations Act 1973; and in the matter of the New Zealand Airways Clerical Employees Award dated 14 December 1965 and in the matter of cancellation of the Award.

DECISION OF THE INDUSTRIAL COMMISSION

This Award has not been renewed since 14 December 1965 and nominally expired on 31 March 1967. In terms of S.92 (5) of the Industrial Relations Act 1973 the Award continues in force until superseded by another Award or is cancelled by the Industrial Commission.

An application for cancellation has been made by the New Zealand Clerical Employees' Association and eight of the original parties to the Award on the grounds that the parties are now covered by other clerical agreements.

In accordance with the statutory provisions of S.92 (5) the Commission notified the central organisations, namely the Federation of Labour and the Employers' Federation of the proposed cancellation and afforded them the opportunity to be heard. Neither organisation subsequently lodged any objection.

In the absence of any objections the Commission has elected to exercise its powers pursuant to S.92 (5) and cancel the Award with effect on and from the date hereof.

Dated at Wellington, this 12th day of December 1977.

(L.S.)

G. O. Whatnall, President.