

Please post in a Conspicuous Place accessible to Workers

**Midland Coachlines Limited Drivers'
Laundry and Clothing —
Collective Agreement (Voluntary)**

Dated 7/3/79

NOTE: See clause 7 herein for the date on which rates of wages come into force

1982

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 Midland Coachlines Limited Drivers' Laundry and Clothing dispute of interest between Unions Affiliated to the New Zealand Drivers Federation and Midland Coachlines Limited.

The Arbitration Court, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Court 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 form of submission or notification attached 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 Arbitration Court has hereto been affixed and a Judge of the Court has hereunto set his hand, this 7th day of March 1979.

(L.S.)

N. P. Williamson, Judge.

Sections 65 and 66

Regulation 9 (iv)

Form 5

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 Midland Coachlines Limited, Drivers' Laundry and Clothing Agreement, Dispute of Interest between Unions Affiliated to the New Zealand Drivers Federation and Midland Coachlines Limited.

To the Registrar of the Arbitration Court:

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 Arbitration Court as a Collective Agreement.

Dated at Wellington this 7th day of February 1979.

For and on behalf of the cited unions affiliated to the N.Z. Drivers Federation.

R. J. Campbell, Authorised Agent.

For and on behalf of Midland Coachlines Limited.

S. Marshall, Authorised Agent.

AGREEMENT BETWEEN MIDLAND COACHLINES LTD. AND THE
N.Z. DRIVERS FEDERATION REPRESENTING THE AUCKLAND,
CANTERBURY AND OTAGO DRIVERS UNIONS

Subject: Laundry Allowances and Driver's Clothing Subsidies.

Award: New Zealand (Except Auckland 25 mile Radius) Passenger Transport Drivers Award.

BACKGROUND

1. The terms of the New Zealand (except Auckland — 25 mile radius) Passenger Transport Drivers Award dated 24.11.77 provides for payment of an overnight allowance of \$5.06 from 22 December 1978 (Clause 14 (d) (iv)) and Clause 16 (c) provides that if workers are required to wear special uniforms or special coats these shall be provided by and remain the property of the employer. Where such uniforms or special coats require to be laundered this shall be done at the employer's expense. This latter Clause had been interpreted by the Company as applying to the Midland drivers' coat and that if this was not the case then such additional items of clothing required to meet the provisions of the Clause were, in respect of the requirement re laundering, included in the amount of the overnight allowance.

Subsequently a hearing of a dispute of rights on the matter of laundering of uniforms was held in Auckland in February 1978 and the decision of the Chairman was that the drivers employed by Midland are entitled to have that clothing which is provided by the Company, laundered at Company expense as it is provided for in Clause 16 (c) "Uniforms and Equipment". On appeal, this decision was upheld by Judge Williamson of the Arbitration Court in September 1978.

The above decisions confirm that the shirts, ties, epaulettes and cardigan provided by the Company to its drivers are in effect special uniforms in addition to the Midland drivers coat, and therefore subject to Clause 16 (c). The Midland policy on driver standard of dress has therefore been amended as well as its policies on subsidies on other clothing — long trousers, walk shorts and windbreaker jackets, provided drivers undertake to wear such clothing while on company business only. In respect to the provisions of Clause 16 (c) the Company as a matter of practicalities does not launder the relevant items, instead it proposes a payment as a reimbursing expense to satisfy the obligations of that Clause.

2. It is agreed that the provisions of Clause 16 (c) of the Award (Uniforms and Equipment) will be satisfied in full by:

- (1) the addition of 60 cents to the overnight allowance quoted in Clause 14 (d) (iv) of the Award and
- (2) the addition of the following provision "When a driver is required to wear a white shirt and that driver is not in receipt of the overnight allowance provided in Clause 14 (d) (iv), he shall be paid a laundry allowance of 60 cents per day with a maximum of \$3.60 per week."

3. The additional payments of 60 cents as defined in Clause 2 above will be subject to the percentage adjustment to basic award wage rates agreed upon in future national award conciliations.

4. Drivers are expected to present themselves in a clean and tidy manner at all times and to maintain Company standards of courteous quality service and assist in maintaining passenger goodwill as circumstances dictate.

5. The Company will supply free of charge the following items of clothing which shall remain the property of the Company

White shirts (3) on appointment, (2) on completion of 3 months service, (3) each subsequent year. Cardigan (replaced as required) — limit one per annum. Ties (replaced as required). Epaulettes (replaced as required). Dust coats (supplied on request).

6. In addition to the above the Company agrees to assist drivers by arranging bulk buying concessions on certain approved items of clothing and also subsidising such clothing as follows:

Clothing	Subsidy	Limitation
Windbreaker: Jacket	50% or \$15 maximum	Replaced as required
Walk socks	50%	5 pairs per annum
Long trousers	50% or \$12.50	1 per annum
Walk shorts	50% or \$7 maximum	1 per annum

The above subsidies are payable to drivers who undertake to wear such clothing on Company business only.

COMMENCEMENT

7. This Agreement commences on 27 September 1978.

Dated Friday, 19 January 1979.

Signed for and on behalf of Midland Coachlines Ltd. by:

A. I. R. Jamieson, Managing Director.

Signed for and on behalf of:

N.Z. Drivers Federation representing Northern Drivers, Canterbury Drivers Union, Otago Drivers Union by:

R. J. Campbell, Industrial Officer.

MEMORANDUM

This collective agreement incorporates the terms of voluntary settlement arrived at by the parties and forwarded to the Court for registration pursuant to section 65 of the Industrial Relations Act 1973.

Having regard to prevailing circumstances the Court has, pursuant to section 92 (2) of the Industrial Relations Act 1973, consented to the specified period for which this collective agreement is to continue in force being less than one year from the date of registration.

(L.S.)

N. P. Williamson, Judge.