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**New Zealand Drivers Delivering Bulk
Oil Products — Collective Agreement
(Voluntary)**

Dated 2/3/79

NOTE: See clause 8 herein for the date on which rates of wages come into force

Under the Industrial Relations Act 1973

REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the New Zealand Drivers Delivering Bulk Oil Products Dispute of Interest between the New Zealand Road Transport and Motor and Horse Drivers and their Assistants Industrial Association of Workers and the New Zealand Road Carriers Industrial Union of Employers.

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 2nd day of March 1979.

(L.S.)

J. R. P. Horn, Judge.

Form 5

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 Drivers delivering bulk oil product dispute of interest between the New Zealand Road Transport and Motor and Horse Drivers and their Assistants Association of Workers and the New Zealand Road Carriers Industrial Union of Employers.

To the Registrar of the Arbitration Court.

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 Arbitration Court as a collective agreement.

Dated at Wellington this 19th day of February 1979.

President N.Z. Road Transport and Motor and Horse Drivers and their Assistants Industrial Association of Workers

K. G. Douglas.

Secretary, New Zealand Road Carriers Industrial Union of Employers.

B. P. Gresham.

This Collective Agreement made in pursuance of the Industrial Relations Act 1973 on twenty nine January 1979, between the New Zealand Road Transport and Motor and Horse Drives and their Assistants Industrial Association of Workers referred to

as the "Union" in one part and the NZ Road Carriers Industrial Union of Employers 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 apply to drivers of vehicles (hereinafter referred to as "Drivers") employed by any existing member of, and those who may subsequently become members of the New Zealand Road Transport Association Incorporated within New Zealand, on the delivery of bulk oil products being the property of companies holding Oil Company Wholesale Licenses and/or their distributors and/or their agents.

WAGES

2. The employer shall pay the driver as follows:

- (a) Drivers employed full time (that is 5 days, 40 hours or more per week or specifically engaged for this purpose) under the terms and conditions of the New Zealand Oil Companies Drivers Collective Agreement (Conciliated).

Except that where drivers are temporarily engaged in this work for purposes of relief for holidays, sickness, bereavement leave and the like, they will revert to the terms and conditions of the New Zealand Drivers Collective Agreement (Conciliated) when ceasing to perform these temporary duties.

Provided that by arrangement between the employer and the driver the driver may undertake work on weekends or outside the normal drivers hours on general cartage and in these cases the driver shall be paid under the terms and conditions of the NZ Drivers Collective Agreement (Conciliated) provided that the hourly rate of pay is not less than that which he would be paid under this agreement.

- (b) Drivers employed on an irregular basis, and are not covered by (a) above, and drivers employed delivering by means of demountable tanks or tank trailers, under the terms and conditions of the New Zealand Drivers Collective Agreement (Conciliated) shall receive a daily allowance according to the capacity of the tank, as follows:

5,455 – 13,638 litres	\$5.56
13,638 – 22,730 litres	\$7.24
over – 22,730 litres	\$8.93

The intention of this clause is that there should be a daily payment accruing to a driver employed handling bulk oil products so that the driver maintains equity with driver's employed by Oil Companies.

EXCEPTIONS

3. Unless a driver is employed full time under clause 1 of this agreement shall not apply to drivers employed:

- (a) Handling tasks with a capacity less than 5,455 litres
- (b) Handling drums, packages or parcels
- (c) By Roading Contractors engaged in the delivery of bitumen
- (d) Repositioning or returning empty tanks

DELEGATES

4. Drivers employed under the terms of this agreement will be represented by delegates elected under existing or traditional practices.

REDUNDANCY CAUSED BY THIS AGREEMENT

5. In the event of an employer ceasing to perform a contract or contracts to an Oil Company as defined in (1) as a direct result of increased costs when this agreement is applied there shall be no liability for redundancy or severance payments on that employer apart from normal notice to any driver or drivers involved; any driver or drivers so involved may elect to continue employment with that employer but shall then be employed under the terms and conditions of the NZ Drivers Collective Agreement (Conciliated).

Provided that the Union is to be advised of any changed terms of employment.

RESTRICTION OF WORK

6. It is not the intention of this agreement to impose any restriction upon vehicles or equipment used for bulk oil deliveries where it is normal practice for these vehicles and equipment to be used on other work.

CONDITIONS

7. Where terms and conditions of employment included in the New Zealand General Drivers Collective Agreement, are not provided for in the New Zealand Oil Companies Drivers Award, then those conditions shall apply to drivers employed under this Agreement.

TERM OF AGREEMENT

8. This agreement shall come into force as from the second day of December 1978 and shall continue in force for the currency of the New Zealand Oil Companies Drivers Collective Agreement (Conciliated).

For and on behalf of the New Zealand Road Transport and Motor and Horse Drivers and their Assistants Industrial Association of Workers:

K. G. Douglas, President.

For and on behalf of the New Zealand Road Carriers Industrial Union of Employers:

B. P. Gresham, Secretary.

MEMORANDUM

This voluntary settlement has been registered under 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 agreement is to continue in force being less than one year from the date of registration.

(L.S.)

J. R. P. Horn, Judge.