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**Sutherland Distributors Limited Newspaper  
Drivers – Collective Agreement (Voluntary)**

**Dated 8/2/80**

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NOTE: See Clause 6 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 Sutherland Distributors Limited Newspaper Drivers Dispute of Interest between Canterbury General Drivers and Their Assistants Industrial Union of Workers and Sutherland Distributors 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 8th day of February 1980.

(L.S.)

N. P. Williamson, Judge.

Secs. 65 and 66

Form 5

Reg. 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 Sutherland Distributors Limited, Newspaper Drivers Dispute of Interest between the Canterbury General Drivers and their Assistants Industrial Union of Workers and Sutherland Distributors Limited.

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 Christchurch this 18th day of December 1979.

Signed on behalf of the parties:  
Sutherland Distributors Limited:

R. Sutherland.

The Canterbury General Drivers and their Assistants Industrial Union of Workers:

P. R. Liggett, Secretary.

TERMS OF VOLUNTARY SETTLEMENT UNDER SECTION 65  
SUTHERLAND DISTRIBUTORS LTD NEWSPAPER DRIVERS  
VOLUNTARY COLLECTIVE AGREEMENT

SCHEDULE

(1) This Agreement shall apply to all drivers engaged in the carriage of newspapers.

(2) The terms and conditions of the New Zealand General Drivers Collective Agreement dated the 5th day of October 1979 shall apply to the drivers covered by this Agreement with the exception of subclause (a) of Clause 4, and proviso to Clause (a) of Clause 5, any other provision which may be inconsistent with the intent of this Agreement.

(3) (a) The ordinary hours of work shall be either:

- (i) 1 a.m. to 9 a.m. daily on five days a week, Monday to Saturday both days inclusive;
- (ii) 3.30 a.m. to 11.30 a.m. daily any five days of the week Monday to Saturday, both days inclusive; or
- (iii) 2 p.m. to 10 p.m. daily on any five days of the week, Monday to Saturday, both days inclusive.

(b) Where Saturday is one of the five ordinary working days of the week of any worker such worker shall be paid half time extra for the first three hours and thereafter double time on any such day.

(c) The five ordinary working days in each week provided for in subclause (a) of this clause need not be consecutive provided that within each two consecutive pay weeks there shall be at least one interval of not less than two clear calendar days between any two such ordinary working days.

(d) Where Saturday is not one of the ordinary working days of the week of any worker such worker shall be paid time and a half for the first three hours of work and double time thereafter on any such day.

(4) The rates of remuneration for the hours specified in 3 above shall be:

- (i) and (ii) \$134.52 (2 tons and up to 10 tons NZ Agreement) Monday to Friday;
- (iii) \$131.16 (up to 2 tons NZ Agreement) Monday to Friday, both days inclusive.

Where Saturday is one of the normal working days of the week the rates of remuneration in (i) and (ii) \$134.52 shall be increased to \$156.24 and the rate of \$131.16 in (iii) shall be increased to \$152.52.

All overtime shall be paid on the appropriate weekly rate Monday to Friday, both days inclusive.

(5) To compensate for working outside normal hours all drivers part of whose ordinary working hours falls between 7 p.m. and 5.30 a.m. shall be paid \$1.57 per day extra whilst so employed. This shall not apply where all time worked on any day is paid for at overtime rates.

(6) This agreement in so far as the provision relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the first day of the pay week in each establishment commencing on or after the 11th day of September 1979 and so far as all other provisions of the agreement are concerned, it shall come into force on the day of the date hereof: and this agreement shall continue in force until the 10th day of September 1980.

Signed on behalf of Sutherland Distributors Ltd:

R. Sutherland.

Signed on behalf of The Canterbury General Drivers & Their Assistants Industrial Union of Workers:

P. R. Liggett.

Dated at Christchurch this 18th day of December 1979.

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.