Please post in a Conspicuous Place accessible to Workers

Nationwide Transport (Autos) Limited Drivers—Collective Agreement (Voluntary)

Dated 21/4/80

NOTE: See clause 12 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 Nationwide Transport (Autos) Limited Drivers Dispute of Interest between the Wellington Road Transport and Related Industries Motor and Horse Drivers and their Assistants Industrial Union of Workers; the Northern (except Gisborne) Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers AND Nationwide Transport (Autos) 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 21st day of April 1980.

J. R. P. Horn, Judge.

[L.S.]

Sections 65 and 66

Regulation 9 (4)

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

In the matter of the Industrial Relations Act 1973; and in the matter of the Nationwide Transport (Autos) Limited Drivers Agreement dispute of interest between The Wellington Road Transport and Related Industries Motor and Horse Drivers' and Their Assistants' Industrial Union of Workers; the Northern (except Gisborne Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers and Nationwide Transport (Autos) 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 Wellington this 21st day of February, 1980.

Signatures of Parties:

R. Gillespie.
G. J. Harnett.
M. Harris.

NATIONWIDE TRANSPORT AUTOS LIMITED

AGREEMENT

Memorandum of Agreement between Nationwide Transport (Autos) Limited on the one hand, and Wellington Road Transport and Related Industries Motor and Horse Drivers' and Their Assistants' Industrial Union of Workers; and the Northern (except Gisborne) Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers

SCOPE OF AGREEMENT

1. This Agreement shall cover the operation of Nationwide Transport (Autos) Limited throughout the North Island.

AWARD

2. The operations of the Company shall be carried out under Section II of the New Zealand General Drivers' Award and all provisions of the Award shall apply in respect to those not specifically provided for by this agreement.

LONG RUN

- 3. The following provisions shall apply to drivers' engaged on that aspect of the employers work known as "Long Run" and engaged on shift work as distinct from "Shuttle" and "Drive Away" operations.
- (a) Shifts shall be commenced as from midnight Sunday and shall change after 12 hours and thereafter on completion of each round trip. By mutual consent, shuttle drivers will be permitted to take over the Sunday Shift of Long Run drivers and will be paid a shift allowance for that day only.
- (b) In the event of the shift not changing over on time, the subsequent start times for the shifts will be 12 hours from the actual change over for each succeeding day. This will not however prevent the catching up of lost time if possible
- (c) No shift will be commenced later than 4.00 p.m. on a Friday. A missed shift will receive minimum of 8 hours pay and are not to be employed after midnight.
- (d) Where a shift is cancelled, "Long Run" drivers may be employed on other work, provided such work is completed by midnight Friday as in 3 (c) above.
- (e) "Shuttle" or "Drive Away" drivers brought in to supplement a shift shall be paid as shift workers for the period so engaged, including the payment of "Long Run" rate and shift allowances.
- (f) Shifts will change weekly or fortnightly and the minimum number of shifts to constitute a weeks work shall be five. Notice of changes in work procedure to be a minimum of 48 hours. This period is reduceable to 12 hours in cases of emergency.
- (g) A shift allowance of \$12.50 per shift will be paid for each shift worked. Drivers on the straight through 12 hours direct operations, will be paid a staying away allowance of \$8.37 per day.

SHUTTLE

4. Shuttle drivers utilized on special shifts to areas not serviced by normal long run operations shall be paid on the same basis and under the same conditions as "Long Run" drivers other than the guaranteed weekly shift payment.

i.e. Shift Allowance will be paid for the actual number of shifts worked. This includes shuttle drivers who are called to work a night shift but does not apply to the day time driver from above he has taken over from.

WAGES

5. The following rates will be paid—

		y and by part	Weekly Rate	Hourly Rate
Α.	. ,	Long Run 20 – 28 tonne truck	151.67	3.7917
		Shuttle 10 – 14 tonne truck 14 – 20 tonne Artic Drive Away	146.33 150.33 141.16	3.6582 3.7582 3.529
	(2)	Directivay	111.10	3.02

NOTE—The above rates include the Industry Allowance of the N.Z. General Drivers' Award.

B. Trailer rates and long artic rates will be paid in accordance with the provisions of the New Zealand General Drivers' Award.

C. Service Allowances will be paid as per the New Zealand General Drivers'

Award.

OUT OF CLOCK PAYMENT

6. In lieu of the out of clock hours and dirt money payment provided for under clause 10 (e) of the New Zealand General Drivers' Award, drivers covered by this agreement shall receive a flat payment of 46 cents for each hour worked, in addition to the above rates.

MEAL PAYMENTS

7. Shift drivers to receive 3 meal monies per shift at the rate of \$3.50 per meal.

Drive away and shuttle drivers shall receive meal provisions as per clause 20 of the New Zealand General Drivers' Award, excepting that the payment per meal shall be \$3.50.

HOLIDAYS

8. All workers covered by this Agreement shall receive an additional one weeks Annual holiday entitlement in excess of that provided for by the Award or any amendment to the Annual Holidays Act.

PICNIC DAY

9. Shall be arranged on a day to be mutually agreed upon by the parties to this agreement.

MEDICAL EXAMINATION

10. All drivers are required to have a medical examination every 12 (twelve) months. Such examination costs will be met by the employer.

DISPUTES

11. The parties agree that any dispute arising over any matter contained within this document shall be settled within the terms of Section 115 of the Industrial Relations Act.

TERM

12. This agreement shall come into force as from the 11th day of September 1979, and shall continue in force until the 10th day of September 1980.

The wage rates and conditions of payment as stated in this document shall be adjusted in accordance with movements resulting from any future negotiations of the New Zealand General Drivers' Award or any Cost of Living or General Wage Orders according to their tenor

In witness whereof this Agreement has been executed by the parties hereto this 21st day of February, 1980.

For and on behalf of Nationwide Transport (Autos) Limited.

G. J. Harnett, General Manager.

For and on behalf of Wellington Road Transport and Related Industries Motor and Horse Drivers' and Their Assistants Industrial Union of Workers

R. E. Gillespie, Organiser.

For and on behalf of Northern (except Gisborne) Road Transport & Motor & Horse Drivers' & Their Assistants' Industrial Union of Workers.

M. Harris, Organiser.

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.

Paragraph 2 of Clause 12 of this agreement must be read subject to the relevant provisions of the Industrial Relations Act 1973, the Remuneration Act 1979 and the Wage Adjustment Regulations 1974 in force at the time of any proposed adjustment.

J. R. P. Horn, Judge.

[L.S.]