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Wellington Ancillary Drivers – Collective Agreement (Voluntary)

Dated 2/12/81

Note: See clause 15 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 Wellington Ancillary Drivers Dispute of Interest between the Wellington Road Transport and Related Industries Motor and Horse Drivers and their Assistants' Industrial Union of Workers and Taylor Bros Limited Wellington and Others as set out in the Appendix.

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 December 1981.

(L.S.)

N. P. Williamson, Judge

Sections 65 and 66

Form 5

Regulation 9 (4)

Under the Industrial Relations Act 1973

SUBMISSIONS OF VOLUNTARY SETTLEMENT FOR REGISTRATION

In the matter of the Industrial Relations Act 1973; and in the matter of the Wellington Ancillary Drivers Dispute of interest between the Wellington Road Transport and Related Industries Motor and Horse Drivers and Their Assistants' Industrial Union of Workers and See Appendix for Employer Parties.

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 23 day of November 1981.

For and on behalf of the Employer Parties

I. F. Clark, (Authorised Agent)

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

J. Smith

WELLINGTON ANCILLARY DRIVERS AGREEMENT
(VOLUNTARY)

This Collective Agreement made in pursuance of the Industrial Relations Act 1973 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' on the one hand and See Appendix for Employers Parties hereinafter referred to as 'Employer' on the other. Where it is mutually agreed by and between the parties hereto as follows.

PURPORT OF AGREEMENT

1. That in the interest of achieving stability of wage rates and general harmony in the employment of drivers the parties undertake to enter into the agreement detailed hereunder.

INDUSTRY TO WHICH AGREEMENT APPLIES

2. This Agreement shall apply to drivers who are members of the Wellington Road Transport and Related Industries Motor and Horse Drivers' and their Assistants Industrial Union of Workers, and who are employed by the Ancillary Employers whose names are appended as parties to this Agreement.

STATUS OF AGREEMENT

3. The provisions of the Agreement shall be read in conjunction with the provisions of the New Zealand General Drivers Award dated 22nd October, 1981.

AREA OF AGREEMENT

4. This Agreement shall apply to that area covered in Clause 3 (c) (ii) title "Wellington Area" of the Award, namely:

"The area of the Wellington City, Johnsonville Town District, the County of Makara, and all that portion of the Hutt County bounded to the north by the No. 1 Main Highway from the County Boundary of Paremata to its junction with the Pauatahanui-Upper Hutt Road; thence by the Pauatahanui-Upper Hutt Road, via Judgeford and Moonshine, to the boundary of the Upper Hutt Borough to its intersection with the Wellington-Napier railway line; and thence by the Wellington-Napier railway line to the eastern boundary of the Hutt County; including all boroughs and town districts therein or contiguous thereto:"

WAGE AND SERVICE BONUSES

5. (a) The rates of wages as laid down in the "Wages" Clause (Clause 6) of the New Zealand General Drivers Award shall be paid except that the two classifications of "up to 2 tonnes (including motor cycles and tricar)" and "over 2 tonnes and up to 10 tonnes" along with the wage rates applicable to each shall be replaced for the purposes of this agreement with one classification and wage rate as follows:

Up to 10 tonnes \$185.20

(b) The appropriate award rate or that provided in (a) above shall be increased by \$11.51 per week which shall be incorporated into the hourly rate for the purpose of calculating overtime. This payment shall be in lieu of the Industry Allowance provided for in Clause 26 of the main Award.

(c) 1. After 12 months continuous service with the same employer a bonus of \$2.49 per week shall be paid in addition to the Award Service Provisions.

2. After two years continuous service with the same employer a bonus of \$3.52 per week shall be paid in addition to the Award Service Provisions.

3. After five years continuous service with the same employer a bonus of \$6.60 per week shall be paid in addition to the Award Service Provisions.

4. The payments specified in sub-clause (c) 1, 2, and 3 of this clause are not included in the hourly rate for overtime purposes and are non-cumulative.

(d) All above Award payments (including any type of bonus or incentive payment) presently being made may be offset against the payments prescribed by this Agreement.

(e) The employer shall be entitled to make a rateable deduction from the above payments for time lost by the worker through sickness, accident or the worker's own default.

SAVINGS CLAUSE

6. Nothing in this Agreement shall operate so as to reduce the wages being paid to any worker at the date of this Agreement coming into force.

SICK LEAVE

7. (a) In conjunction with the Award sick leave provisions, drivers shall qualify for sick leave entitlement on the following basis:

After 3 months continuous service with the same employer 1 day

After 6 months continuous service with the same employer 2 days

After 9 months continuous service with the same employer 4 days

After 12 months continuous service with the same employer 5 days

(b) The above entitlement is cumulative up to a maximum of 30 days (subject to the Award accumulation provisions,) provided that where an employer has in operation a more favourable sick leave scheme, that scheme shall continue to operate according to its tenor.

STOP WORK MEETINGS

8. The Union may hold Stop Work meetings which shall be in accordance with the terms of the Award. Drivers who attend such meetings and who return to work as soon as practicable after the conclusion of the meeting shall be paid up to two hours pay for the duration of the meeting. By arrangement with the Union an employer will be permitted to retain a suitable number of drivers to carry out essential duties.

DELEGATES

9. Where a job has four or more drivers employed a delegate may be elected. On the election of the delegate and after written notice of the appointment has been given to the employer by the Union, the delegate shall be allowed to attend Union Meetings or Conferences for up to three days per annum of pay. Wages shall be paid on the basis of eight hours at ordinary time rate.

TEN HOUR BREAK

10. Where an employer requires a driver to commence work prior to the observance of a ten hour break between the cessation of work and the recommencement of work the next day, the employer shall pay double time rates for all hours worked until a ten hour break is observed.

OVERNIGHT ALLOWANCE

11. Drivers who are required to be absent from their home town overnight shall be paid an out-of-pocket allowance of \$5.16 per night. The employer shall be responsible for all other expenses for meals and accommodation in accordance with the provisions of the Award.

DISPUTES

12. Any dispute that arises concerning this Agreement shall be dealt with in accordance with the provisions of Section 115-116 of the Industrial Relations Act 1973.

DIRT MONEY

13. Dirt money payments for commodities covered by Clause 6 (d) of the New Zealand General Drivers Award will be paid at a minimum of 0.20 cents per hour with a minimum payment of \$1.02 per day. Provided that dirt money for commodities named in the Agreement, where the payment is greater, shall not be affected. Should any dispute arise as to the provision of dirt money for products not named in the Agreement such dispute shall be referred to the Disputes Committee referred to in Clause 12 of this Agreement.

GENERAL

14. (a) The Union agrees that during the currency of this Agreement no variation to the terms and conditions of the Agreement will be negotiated with an employer party.

(b) Nothing in this Agreement shall apply to employers already bound by a formal ruling rate agreement with the Union.

TERM

15. This Agreement shall be deemed to have come into force as from the 11th day of September, 1981 and shall continue in force for the currency of the New Zealand General Drivers Award, which is to expire on the 10th day of September, 1982.

ANCILLARY EMPLOYERS OF DRIVERS

APPENDIX

EMPLOYER PARTIES:

Taylor Bros. Ltd	P.O. Box 7022, Wellington
Andrew & Beaven	P.O. Box 30-969, Lower Hutt
Fairbairn Wright	P.O. Box 207, Wellington
U.E.B. Industries Ltd	P.O. Box 36004, Moera
Adams Bruce Ltd	P.O. Box 9042, Wellington
Foster Drycleaners	325 Jackson Street, Petone
Hope Gibbons Ltd	P.O. Box 2197, Wellington.
Kodak N.Z. Ltd	P.O. Box 1095, Wellington
Dulux Paints (N.Z.) Ltd	P.O. Box 30-366, Lower Hutt
Smith & Brown (Wgton) Ltd	P.O. Box 5044, Wellington
National Radiators Ltd	P.O. Box 14100 Kilbirne, Wgton.
Consolidated Plastics (Wgton)	Merton Street, Trentham
Schweppes (N.Z.) Ltd	P.O. Box 30-181, Lower Hutt

Zip Holdings Ltd	P.O. Box 30-669, Lower Hutt
Zip (Subsidiaries)	
Zip Wholesalers Ltd	P.O. Box 2084, Wellington
Unilever New Zealand Ltd	Jackson Street, Petone
I.C.I. New Zealand Ltd	P.O. Box 30275, Lower Hutt
Skellerup Sales Ltd	P.O. Box 50047, Porirua
Gordon & Gotch (N.Z.) Ltd	P.O. Box 1595, Wellington
Zip Industries Ltd	P.O. Box 40121, Upper Hutt
Jenkins & Mack Ltd	P.O. Box 9323, Courtenay Place
NZTS Services (Wgton)	P.O. Box 7064, Wellington
Kearneys Service Station Ltd	74 Abel Smith Street Wellington
The Farmers Trading Co. Ltd	Cuba Street, Wellington
A. & T. Burt Ltd	P.O. Box 1092, Wellington
G.E.C. (N.Z.) Ltd	P.O. Box 50-244 Porirua
Hygienic Towel Supply Ltd	12 Arney Street, Wellington
N.Z. Motor Corp. Ltd	P.O. Box 30367, Lower Hutt
Coca-Cola Bottlers (Wgton) Ltd	P.O. Box 40325, Upper Hutt
K. M. Dentice Ltd	P.O. Box 12-128, Wellington North
Electric Refrigeration (N.Z.) Ltd	P.O. Box 328, Wellington
E.M.I. (N.Z.) Ltd	P.O. Box 296, Wellington
Victoria Laundry Co. Ltd	P.O. Box 38-072, Petone
W. D. & H. O. Wills (N.Z.) Ltd	Private Bag, Petone
Wellington Newspapers Ltd	P.O. Box 3740, Wellington
Medical Supplies N.Z. Ltd	P.O. Box 1994, Wellington
Feltex New Zealand Ltd	P.O. Box 848, Wellington
Fletcher Construction Co.	P.O. Box 51-080, Tawa
N.Z. Industrial Gases Ltd	P.O. Box 30337, Lower Hutt
Hanimex Film Processors	P.O. Box 30239, Lower Hutt
Geo. Thomas & Co. Ltd	P.O. Box 26, Wellington
Southward Engineering Co. Ltd	Port Road, Seaview
Colgate-Palmolive Ltd	P.O. Box 38-077, Petone
Taubmans International (N.Z.) Ltd	P.O. Box 14-064, Wellington
Griffin & Sons Ltd	Wainui Road, Lower Hutt

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