

Please post in a conspicuous place accessible to workers.

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**Car Haulways Limited (In  
Receivership) Drivers—Collective  
Agreement (Voluntary)**

Dated 23/4/85

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NOTE: See clause 14 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 Car Haulways Limited (in receivership) Drivers Dispute of Interest between 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 and Car Haulways 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 23rd day of April 1985.

(L.S.)

D. S. CASTLE,  
JUDGE.

Section 65 and 66

Regulation 9 (4)

FORM 5  
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 Car Haulways Limited (in receivership) Drivers dispute of interest BETWEEN the Wellington Road Transport and Related Industries Motor and Horse Drivers and Their Assistants' Industrial Union of Workers AND Northern (except Gisborne) Road Transport and Motor and Horse Drivers and Their Assistants Industrial Union of Workers and Car Haulways 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 twenty-sixth day of February 1985.

For and on behalf of the employer:

G. J. HARNETT, General Manager.

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

R. E. GILLESPIE, Organiser, Authorised Agent.

For and on behalf of Northern (except Gisborne) Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers:

M. HARRIS, Organiser, Authorised Agent.

## **AGREEMENT**

### **Memorandum of Agreement**

Between Car Haulways Limited on the one hand, and Wellington Road Transport and Related Industries Motor and Horse Drivers and their Assistants Industrial Union of Workers and Northern (except Gisborne) Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers

#### **1. SCOPE OF AGREEMENT**

This Agreement shall cover the operation of Car Haulways Limited throughout the North Island.

#### **2. AWARD**

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.

#### **3. LONG RUN**

The following provisions shall apply to drivers engaged on that aspect of the Employer's 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 12.01 a.m. Monday and shall change after 12 hours and thereafter on completion of each round trip. By mutual consent Shuttle drivers or Stand In drivers will be permitted to take over shifts should Long Run drivers be unavailable, and these drivers shall be paid in accordance with the Shift Work Long Run rates of agreed payments for the shifts worked 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. Should a transporter be delayed for whatever Company directed reasons before departure from either Manurewa or Paekakariki, beyond the 12 hours or subsequent start time, this delayed time shall be paid above the 13 hours shift payment.
- (c) No shift will be commenced later than 4.00 p.m. on a Friday. A missed shift will receive a 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.

- (e) Shifts will change weekly or fortnightly and the minimum number of shifts to constitute a week's 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.
- (f) A shift allowance of \$19.00 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 \$12.71 per day.
- (g) The dropping off of vehicles en route are to be included within the 13 hour shift, excluding Palmerston North in which case an additional one hour shall be paid. Where a driver is required to reload at Hamilton after having dropped off vehicles en route, a further one hour minimum shall be paid. However should a vehicle be unloaded and reloaded at a single drop en route the additional payment shall be one half hour.
- (h) It is accepted that drivers will change wheels when required outside of the normal operating hours of the tyre servicing Companies.

#### 4. SHUTTLE

Shuttle Drivers utilised 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.

#### 5. WAGES

The following rates will be paid:

		<i>Weekly Rate</i>	<i>Hourly Rate</i>
A.	(1) Long Run		
	20-28 tonne truck	231.57	5.789
	28-34 tonne truck	234.54	5.863
	34-40 tonne truck	237.50	5.937
	(2) Shuttle		
	10-14 tonne truck	223.77	5.594
	14-20 tonne Artic	231.33	5.783
	20-28 tonne Artic	235.26	5.881
	28-34 tonne Artic	238.23	5.955
	34-40 tonne Artic	241.20	6.03

NOTE: The above rates include the Industry Allowance of the New Zealand 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. Drivers operating a 10 car transporter shall receive an allowance of \$10.75 per day or part thereof while so employed.
- D. Service Allowances will be paid as per the New Zealand General Drivers Award.

6. **OUT OF CLOCK HOURS**

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 67 cents for each hour worked, in addition to the above rates.

7. **MEAL PAYMENTS**

Shift drivers to receive 3 meal monies per shift at the rate of \$5.10 per meal.

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 \$5.10.

8. **HOLIDAYS**

All permanent workers covered by this Agreement shall receive an additional one week's Annual Holiday entitlement in excess of that provided for by the Award or any amendment to the Holidays Act.

9. **PICNIC DAY**

Picnic Day shall be arranged on a day to be mutually agreed upon by the parties to this agreement.

10. **MEDICAL EXAMINATION**

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

11. **TRAVELLING REIMBURSEMENT ALLOWANCE**

All workers covered by this Agreement shall receive an allowance of \$3.00 per day as a reimbursement toward the additional costs incurred in arranging alternative transport to and from work as a result of starting and finishing outside the hours of public transport.

12. **DISPUTES**

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.

13. **CLOTHING**

On employment all workers covered by this agreement shall be provided with the following articles of clothing:

- (a) 3 shirts
- 3 pairs of shorts or long trousers
- 3 pairs of socks
- 1 set of boots or shoes of approved safety design

The above clothing shall be replaced on October 6th of each year when drivers will receive a purchase order from the company.

- (b) In addition to the above each worker covered by this agreement shall be provided with a swandri jacket which will be replaced at two year intervals.

Damaged articles of clothing or footwear will be replaced as required.

14.

**TERM**

This agreement shall be deemed to come into force as from the 3rd day of December and shall continue in force until the 5th day of October 1985.

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.

**STATEMENT OF THE PARTIES**

It has been agreed that a clause be written into this agreement at the next negotiation of the document providing for the voluntary participation of workers in the "Distribution Unions Members Superannuation Fund" with the company contributing an amount equal to the workers contribution.

In witness whereof this Agreement has been executed by the parties hereto this 22nd day of February 1985.

For and on behalf of Car Haulaways:

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 and Motor and Horse Drivers and 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.

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 nine months from the date of registration.

The Court observes that the term of the agreement is retrospective. In registering the agreement as submitted the Court expresses no concluded views on its validity.

(L.S.)

D. S. CASTLE,  
JUDGE.