

Please post in a conspicuous place accessible to workers

“The attention of all persons affected by this document is drawn to the transitional provisions concerning union membership set forth in section 17 Industrial Relations Amendment Act 1985.”

**NUPIN DISTRIBUTORS LIMITED
OUT-OF-CLOCK HOURS DRIVERS—
COLLECTIVE AGREEMENT
(VOLUNTARY)**

Dated 29/8/85

NOTE: See clause 16 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 Nupin Distributors Limited Out-of-Clock Hours Drivers Dispute of Interest

between the Wellington Road Transport and Related Industries Motor and Horse Drivers' and their Assistants' Industrial Union of Workers and Nupin 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 29th day of August 1985.

(L.S.)

D. S. CASTLE,
JUDGE

SECTION 65

REGULATION 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 the Nupin Distributors Limited Out-of-Clock Hours Drivers Dispute of Interest

BETWEEN the Wellington Road Transport and Related Industries Motor and Horse Drivers' and their Assistants' Industrial Union of Workers

AND Nupin Distributors Limited

TO: THE REGISTRAR OF THE ARBITRATION COURT.

WE HEREBY submit to you a signed copy of the 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 June 1985.

SIGNED FOR AND ON BEHALF OF:
NUPIN DISTRIBUTORS LIMITED

K. Nicholson
MANAGER

SIGNED FOR AND ON BEHALF OF:

WELLINGTON ROAD TRANSPORT AND RELATED INDUSTRIES
MOTOR AND HORSE DRIVERS AND THEIR ASSISTANTS
INDUSTRIAL UNION OF WORKERS

R. Gillespie
AUTHORISED AGENT

**NUPIN DISTRIBUTORS LIMITED OUT-OF-CLOCK HOURS
DRIVERS AGREEMENT**

THIS AGREEMENT is made between NUPIN DISTRIBUTORS LIMITED on the one hand and members of the WELLINGTON ROAD TRANSPORT AND RELATED INDUSTRIES MOTOR AND HORSE DRIVERS' AND THEIR ASSISTANTS' INDUSTRIAL UNION OF WORKERS on the other hand.

1. **SCOPE**

This agreement shall apply to financial members of the union employed by Nupin Distributors Limited while specifically engaged on overnight line haul operation.

2. **MATTERS NOT PROVIDED FOR**

With the exception of the matters provided for specifically herein, the terms and conditions of the New Zealand General Drivers' Award dated 22 January 1985 and subsequent amendments shall apply.

3. **HOURS OF WORK**

(a) The provisions of this clause are in substitution for the hours of work provisions of the New Zealand General Drivers Award dated 10th January 1985.

(b) The ordinary hours of work shall not exceed 40 per week or eight per day to be worked on Monday to Friday both days inclusive.

(c) All time worked in excess of eight hours shall be paid in accordance with clause 5 of this agreement.

4. **CANCELLATION**

(a) Should the overnight line haul operation need to be curtailed for any reason, the Union and drivers involved shall receive at least 5 days notice of cessation.

(b) If a run is unable to operate on one of its scheduled days, owing to lack of freight, vehicle breakdown, etc, affected drivers may be utilised at other work provided the terms of this agreement are complied with (i.e. hours of work, overtime, wages).

5. **OVERTIME**

(a) The provisions of this clause are in substitution for the overtime provisions of the New Zealand General Drivers Award.

(b) All time worked in excess of 8 hours Monday to Friday shall be paid at the rate of time and a half for the first 3 hours and double time thereafter.

(c) All time worked on Saturday shall be paid at the rate of time and a half for the first three hours and double time thereafter. Provided that all time worked after noon on Saturday shall be paid at the rate of double time.

(d) All time worked on Sunday shall be paid at the rate of double time.

6. WAGES

(a) Payment shall be as follows:

	Weekly	Hourly	T½	T2
Up to 12 months service				
Over 34 and up to 40 tonnes . .	298.41	7.46	11.19	14.92
Over 34 and up to 40 tonnes (artic)	303.08	7.58	11.37	15.16
Over 40 tonnes (artic) . .	306.85	7.67	11.51	15.34
After 1 years service				
Over 34 and up to 40 tonnes . .	307.21	7.68	11.52	15.36
Over 34 and up to 40 tonnes (artic)	313.27	7.83	11.75	15.66
Over 40 tonnes (artic) . .	315.66	7.89	11.84	15.78
After 2 years service				
Over 34 and up tp 40 tonnes . .	311.64	7.79	11.69	15.58
Over 34 and up to 40 tonnes (artic)	316.33	7.91	11.87	15.82
Over 40 tonnes (artic) . .	320.09	8.00	12.00	16.00
After 5 years service				
Over 34 and up to 40 tonnes . .	316.06	7.90	11.85	15.80
Over 34 and up to 40 tonnes (artic)	320.74	8.02	12.03	16.04
Over 40 tonnes (artic) . .	324.51	8.11	12.17	16.22

The above rates incorporate the industry allowance of \$12.26 in the weekly rate of pay, in lieu of clause 27 of the New Zealand General Drivers Award and the Service Allowances as provided in clause 26 of the New Zealand General Drivers Award.

(b) After 12 months service with the same employer, a bonus of \$2.65 per week shall be paid in addition to the service provisions of the Award.

(c) After 2 years service with the same employer, a bonus of \$3.75 per week shall be paid in addition to the service provisions of the Award.

(d) After 5 years service with the same employer, a bonus of \$7.03 per week shall be paid in addition to the service provisions of the Award.

(e) These payments provided for in subclause (b), (c) and (d) of this clause are not included in the hourly rate, are non-cumulative and subject to rateable deduction for time lost by the workers own default or through sickness or accident.

7. PICNIC DAY

Picnic Day shall be observed in each year on the Monday of the week in which January 29th falls which will coincide with the observance of Picnic Day by the Waterfront Unions, or on the Tuesday following Easter Monday.

Arrangements regarding the observance of one day or the other shall be made by arrangement with worker or workers concerned.

8. SICK LEAVE

Workers will be entitled to sick leave on the following scale:

- After 3 months service with the same employer—1 day
- After 6 months service with the same employer—2 days
- After 9 months service with the same employer—4 days
- After 12 months service with the same employer—5 days

Sick pay entitlement shall accumulate on the basis of 5 days for each year of service up to a maximum of 30 days in any one year. Provided that:

(a) Immediate notice is given to the employer of the workers inability to work.

(b) In respect to absence of up to two consecutive days due to sickness, the employer may at his discretion require the production of a medical certificate as proof of illness, notice of such requirement for a medical certificate to be given immediately after notification of absence. A medical certificate will be provided for absence due to sickness of more than two days.

(c) The provisions of clause 30 (b) of the Award in respect to having any sick leave entitlement in excess of five days paid in addition to any Social Security entitlement up to a maximum allowable income may be applied.

9. HOLIDAY PAY

(a) Payment for annual holidays shall be allowed in accordance with the Holidays Act 1981, and in accordance with the provisions as set down in clause 28 of the Award, provided that such annual holidays weekly payment shall not be less than the weekly payment including bonuses, being paid immediately prior to the holidays being taken.

(b) In addition to the above provisions, drivers regularly and continuously employed on work covered by this agreement shall be allowed an additional one week's annual holiday.

(c) In the event that a driver is not regularly and continuously employed on work covered by this agreement, the extra weeks holiday shall be allowed on a pro rata basis.

10. WET WEATHER CLOTHING AND SAFETY FOOTWEAR

After one months service with the same employer, a worker shall be entitled to have provided for his personal use, one set of wet weather clothing, plus a pair of boots/shoes of approved safety design. In the event of the worker leaving the service of the employer within 24 weeks from the date of issue, the employer may claim a refund of costs based on the Award payment (\$1.98) for each week of the unexpired period.

Employers shall be responsible for repair and replacement of such clothing and footwear as and when necessary on production of the worn out or damaged article.

11. TEN HOUR BREAK

Where an employer requires workers 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 workers double time rate for all hours worked until a ten hour break is observed.

12. OVERNIGHT TRIPS

Where workers are required to be absent from their home town overnight, they shall be paid an 'out of pocket' allowance of \$5.50 per night.

13. DISPUTES

The Union agrees during the currency of this agreement that any disputes that may arise will be discussed with the Committee comprising representatives of the New Zealand Road Carriers Industrial Union of

Employers and the Union. Should agreement not be reached by the parties covered by this agreement, an arbitrator satisfactory to both parties shall be appointed.

14. DEDUCTION OF UNION FEES

The employer covered by this Agreement shall deduct union subscriptions on receipt of the worker's written authority and in accordance with the arrangements that have been agreed to by the parties. Remittances of such subscriptions shall be made to the Union Office at monthly intervals. Provided however that this clause shall be limited to union members so long only as union membership remains voluntary.

15. DIRT MONEY

Dirt money payments for commodities covered by clause 6 (d) of the Award will be paid a minimum of 22 cents per hour with a minimum payment of \$1.09 per day, provided that dirt money for commodities named in the Award where payment is greater shall not be affected. Should any dispute arise as to the provisions of dirt money for products not named in the Award, such dispute shall be referred to the Disputes Committee referred to in clause 13.

16. TERM OF AGREEMENT

This agreement shall be deemed to be operative from the first day of the pay week commencing on or after the 6th December 1984 and shall continue in force for the currency of the New Zealand General Drivers Award dated 10th January 1985.

DATED this 2nd day of May 1985.

FOR AND ON BEHALF OF
NUPIN DISTRIBUTORS LIMITED

K. Nicholson
MANAGER

FOR AND ON BEHALF OF THE
MEMBERS OF THE WELLINGTON ROAD TRANSPORT AND
RELATED INDUSTRIES MOTOR AND HORSE DRIVERS AND
THEIR ASSISTANTS INDUSTRIAL UNION OF WORKERS

R. Gillespie
AUTHORISED AGENT

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.

(L.S.)

D. S. CASTLE
JUDGE

NOTE: This is a new agreement citing the parties hereto. The registration number has not been previously allocated.