

**Please post in a conspicuous place accessible to workers**

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**J. D. LYONS LIMITED—ALLTRANS  
DRIVERS—COLLECTIVE AGREEMENT  
(VOLUNTARY)**

**Dated 21/5/87**

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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 J. D. Lyons Limited—Alltrans Drivers Dispute of Interest between the Wellington and Wanganui Road Transport and Related Industries Motor and Horse Drivers and their Assistants' Industrial Union of Workers and J. D. Lyons 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 May 1987.

(L.S.)

J. R. P. HORN  
JUDGE

SECTION 65

REGULATION 9 (4)

FORM 5UNDER THE INDUSTRIAL RELATIONS ACT 1973SUBMISSION OF VOLUNTARY SETTLEMENT FOR  
REGISTRATIONIN THE MATTER of the Industrial Relations Act 1973AND IN THE MATTER of the J. D. LYONS LTD—ALLTRANS  
Drivers Dispute of InterestBETWEEN The Wellington and Wanganui Road Transport and Related  
Industries Motor and Horse Drivers and Their Assistants' Industrial  
Union of WorkersAND J. D. Lyons 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 10th day of April 1987.

**FOR AND ON BEHALF OF****J. D. LYONS LIMITED.****J. D. Lyons, Managing Director****THE WELLINGTON AND WANGANUI ROAD TRANSPORT AND  
RELATED INDUSTRIES MOTOR AND HORSE DRIVERS AND  
THEIR ASSISTANTS' INDUSTRIAL UNION OF WORKERS.****R. E. Gillespie, Authorised Agent****J. D. LYONS LTD—ALLTRANS AGREEMENT****1. SCOPE**

This Agreement shall apply to Drivers employed by J. D. Lyons Ltd while specifically engaged on the Alltrans overnight deliveries between Wellington and Auckland and return.

**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 18 November 1986 and subsequent amendments shall apply.

**3. HOURS OR WORK**

(a) The provisions of this clause are in substitution for the hours of work provisions in the New Zealand General Drivers Award dated 18 November 1986.

(b) Five runs will be worked per week, on Monday to Friday inclusive, between the hours of 6 pm and 6 am. Time worked in excess of eight hours will be paid in accordance with Clause 4 of this Agreement.

(c) Drivers' roster and routes will be arranged by the employer in consultation with the Drivers Union delegate and Drivers involved.

**4. OVERTIME**

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

(b) All time worked in excess of 8 hours shall be paid at the rate of double time. Overtime shall be calculated on a daily basis.

**5. WAGES**

(a) Payment shall be as follows:

	<b>Weekly Rate</b>	<b>Overtime Rate</b>
	\$378.61	\$18.93
After 1 years service	\$387.04	\$19.35
After 2 years service	\$391.28	\$19.56
After 5 years service	\$395.52	\$19.78
After 10 years service	\$399.76	\$19.99

The above wage rates are based on the corresponding classifications contained within the "Wellington Regional Road Transport Drivers Collective Agreement (Voluntary)" with an additional 30% loading in recognition of working out of clock hours. The above rates also incorporate the Industry Allowance of \$17.66 in the weekly rate of pay, in lieu of Clause 27 of the "New Zealand General Drivers Award".

(b) After 12 months service with the same employer, a bonus of \$3.24 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 \$4.59 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 \$8.61 per week, shall be paid in addition to the service provisions of the Award.

(e) After 10 years service with the same employer, a bonus of \$12.85 per week, shall be paid in addition to the service provisions of the Award.

(f) These payments provided for in sub-clause (b), (c), (d) and (e) 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.

(g) The Union agrees not to negotiate during the currency of this Agreement with the Employer party to this Agreement as to any further variation of basic rates, wages, bonuses payable or any matter contained in this Agreement.

#### 6. **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 observation 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 agreement with worker or workers concerned.

#### 7. **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 shall be paid in respect of workers own sickness.

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 worker's 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 of 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.

#### 8. **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 week's holiday shall be allowed on a pro-rata basis.

(d) Notwithstanding the provision in subclause (a) of this clause payment for the additional week's holiday shall be at the appropriate ordinary time rate in the Wellington Regional Road Transport Drivers Collective Agreement dated 19 December 1986.

## 9. 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 boot/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 (\$2.80) 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.

Workers employed on Bin Trucks will, in addition to the above, be supplied with gumboots.

## 10. 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.

## 11. OVERNIGHT ALLOWANCE

Where workers are required to be absent from their home town overnight, they shall be paid an 'out of pocket' allowance of \$6.73 per night.

## 12. DISPUTES

The Union agrees during the currency of the 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.

## 13. DIRT MONEY

Dirt money payments for commodities covered by Clause 6 (d) of the award will be paid a minimum of 27 cents per hour with a minimum payment of \$1.34 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 12.

#### 14. DEDUCTION OF UNION AND MEDICAL FEES

Employers covered by the Agreement shall deduct Union subscriptions and medical fee contributions in accordance with the same arrangements that have been agreed to by the parties. Remittances of such subscriptions shall be made to the Union Office at monthly intervals.

#### 15. UNION MEMBERSHIP

If any adult person (other than a person who holds a certificate of exemption from union membership issued under section 112o of the Industrial Relations Act 1973) who is not a member of a union of workers bound by this agreement, in any position or employment that is subject to the agreement, the person shall become a member of the union within 14 days after that person's engagement or, as the case may require, after this clause comes into force, and shall remain a member of the union so long as that person continues in the position or employment.

(EXPLANATORY NOTE IN RELATION TO EXPIRY OF UNION MEMBERSHIP CLAUSE: this clause will expire on 3 July 1989 unless it is extended pursuant to section 101A of the Industrial Relations Act 1973.)

#### 16. TERM OF AGREEMENT

This Agreement shall be deemed to have come into force on the first day of the pay week commencing on or after the 22nd Day of October 1986 and shall continue in force until 21st Day of October 1987.

FOR AND ON BEHALF OF:

J. D. LYONS LTD

J. D. Lyons, Managing Director

FOR AND ON BEHALF OF:

THE WELLINGTON AND WANGANUI ROAD TRANSPORT AND  
RELATED INDUSTRIES MOTOR AND HORSE DRIVERS' AND  
THEIR ASSISTANTS, INDUSTRIAL UNION OF WORKERS.

R. E. Gillespie, Authorised Agent.

DATED 10 April 1987.

#### 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 one year from the date of registration.

(L.S.)

J. R. P. HORN  
JUDGE