

Please post in a Conspicuous Place accessible to Workers

**Refrigerated Freight Drivers – Collective
Agreement (Voluntary)**

Dated 9/7/76

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 Refrigerated Freight Drivers Dispute of Interest between the New Zealand Road Transport and Motor and Horse Drivers and their Assistants Industrial Association of Workers and the Auckland Refrigerated Transport Limited; Direct Transport Limited; Halls Meat Transport Limited; R. A. Little and Company Limited; Modern Freighters Limited; Refrigerated Freightlines Limited; Roadair (H.B.) Ltd; Trailways Transport Limited; and Waikato Carriers Limited.

The Industrial Commission, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Commission 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 schedule 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 Industrial Commission has hereto been affixed and the President of the Commission has hereunto set his hand, this 9th day of July 1976.

(L.S.)

G. O. Whatnall, President.

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 Refrigerated Freight Drivers dispute of interest between the New Zealand Road Transport and Motor and Horse Drivers and their Assistants Industrial Association of Workers and Auckland Refrigerated Transport Ltd. and others as set out in the agreement.

To the Registrar of the Industrial Commission.

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 Industrial Commission as a collective agreement.

Dated at Auckland this 29th day of April 1975.

General Secretary, N.Z. Road Transport and Motor and Horse Drivers and their Assistants Industrial Association of Workers:

H. S. McCaffley.

Secretary, N.Z. Refrigerated Transport Association, Authorised Agent:

J. R. Wilkinson.

President, N.Z. Road Transport and Motor and Horse Drivers:

K. C. Douglas

Memorandum of agreement between The New Zealand Road Transport and Motor and Horse Drivers and their Assistants Industrial Association of Workers on the one hand; and the Auckland Refrigerated Transport, Ltd., 29 Olsen Avenue, Auckland 4; and Direct Transport, Ltd., P.O. Box 232, Rotorua; and Halls Meat Transport, Ltd., P.O. Box 63-008, Papatoetoe South; and R. A. Little & Co., Ltd., P.O. Box 46, Green Island, Dunedin; and Modern Freighters, Ltd., P.O. Box 5, Levin; and Refrigerated Freightlines, Ltd., P.O. Box 722, Auckland; and Roadair (H.B.) Ltd., Havelock North; and Trailways Transport, Ltd., Private Bag, Mt. Maunganui; and Waikato Carriers, Ltd., 43 Byron Street, Cambridge.

The following provisions of this agreement will be deemed to cover those employees employed in refrigerated road transport who are constituent members of Unions affiliated to the New Zealand Road Transport and Motor and Horse Drivers and their Assistants Industrial Association of Workers and subject to clause (10) is intended to replace any existing agreements that may have been made previously or which were currently in effect as at the date hereof.

In all other respects not specifically provided for herein, the provisions of the N.Z. General Drivers Collective Agreement shall be deemed to apply.

WAGES

1. The rates of wages for workers coming within the scope of this agreement and employed at driving vehicles or having been designated as operators in the following classifications shall be as follows:

	\$ p.w.	\$ p.h.
(a) Artic-Trailer Operator	98.19	(2.455)
(b) Truck	94.20	(2.355)
(c) Learner	87.16	(2.179)

For the purposes of subclause (c) a "learner" shall be deemed to be a driver with no previous experience in the refrigerated Road Transport Industry and may be employed in such capacity for the first month of his employment provided such workers are not employed at work on a higher classification.

The margins above the General Drivers Collective Agreement herein incorporated are in recognition for –

- (i) driving "rigs" with fragile bodies.
- (ii) handling perishable goods.
- (iii) dealing with refrigerated equipment.

TRAILERS

2. Drivers employed driving a motor truck which is pulling a trailer of 2 tons or over gross weight carrying a separate additional load shall be paid the following additional rates while so employed.

- 2 tons and up to 8 tons, \$1.29 per day or part thereof;
- Over 8 tons and up to 13 tons, \$1.75 per day or part thereof;
- Over 13 tons and up to 20 tons, \$1.86 per day or part thereof;
- Over 20 tons, \$1.99 per day or part thereof;

The foregoing rates shall be increased by 31 cents per day or part thereof in respect of drivers of articulated vehicle pulling trailers.

SERVICE ALLOWANCE

3. In lieu of the Service Allowance provision of the Collective Agreement, workers shall be paid on the following scale which shall be subject to all the provisions as provided for by clause 25 of the Collective Agreement.

	Per Week
	\$
After 12 months continuous service with the employer	2.46
After 2 years with the same employer a further \$1.87 making	4.33
After 5 years with the same employer a further \$1.53 making	5.86

OUT OF POCKET ALLOWANCE

4. Workers required to be absent from their home over-night will receive an out of pocket allowance of \$3.00 per night away from their home. The Employer will be responsible for all expenses, lodgings, meals, etc., in addition to the payment of this allowance.

MEALS

5. Where workers are required to commence work at 6 a.m. or earlier, they shall be paid \$1.55 as a reimbursement for breakfast. In respect of the Line Haul operation all other meals, and where applicable, accomodation costs will be met by the Employer.

CLOTHING

6. Each driver shall after completing one months service be entitled to be issued with two pairs of overalls per annum, which shall remain the property of the Company.

DIRT MONEY

7. Where workers are required to handle goods for which other allied workers receive a dirt payment, that payment will be applied to the drivers concerned.

TOLL CALLS

8. (a) When a driver is required to be away from home overnight and the Company makes a change of plan the driver concerned will be allowed a telephone call to his home (maximum 3 minutes) at the Company's expense.

(b) When a driver is required to be away from home for two or more nights, the driver shall be entitled to a telephone call to his home (maximum 3 minutes) at the expence of the Company on the second and each subsequent alternate night.

(c) Where practicable such calls shall be charged to the hotel account.

WEEKENDS

9. Any worker required to stay away from home on a Saturday or Sunday, at the convenience of the Employer shall be entitled to the minimum payment in terms of clause 10 (f) or 14 (c) of the General Drivers Collective Agreement whichever is applicable. The Employer shall ensure as far as possible that workers are booked off at their home depot.

REFRIGERATED FREIGHT LINES, LTD.

10. Refrigerated Freight Lines, Ltd., shall continue to apply the existing conditions and rates of wages applicable to their drivers in terms of their agreement until such time as this document is re-negotiated and the rates herein supersede those presently paid in respect of Refrigerated Freight Line drivers.

SCOPE

11. This agreement shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury and Otago and Southland Industrial Districts.

TERM

12. This agreement, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the first day of the pay week in each establishment commencing on or after the 1st day of March, 1976, and so far as all other provisions of the agreement are concerned it shall come into force on the day of the date hereof, and this agreement shall continue in force until the 8th day of July, 1976.

General Secretary, N.Z. Road Transport and Motor and Horse Drivers and their Assistants Industrial Association of Workers:

H. S. McCaffley.

Secretary, N.Z. Refrigerated Transport Association, Authorised Agent:

J. R. Wilkinson.

President, N.Z. Road Transport and Motor and Horse Drivers and their Assistants Industrial Association of Workers:

K. C. Douglas.

MEMORANDUM

The Commission has approved the settlement pursuant to Regulation 5 contained in Part 1 of the Wage Adjustment Regulations 1974 as inserted by the 10th Amendment, in terms of the Regulations as they stood immediately before the commencement of Amendment No. 9.

With effect from 25 June 1976, this collective agreement shall be deemed to have been amended to include the cost of living allowance provided for in Amendment No. 10 of the Wage Adjustment Regulations 1974.

(L.S.)

G. O. Whatnall, President.