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Refrigerated Freight Drivers – Collective Agreement (Voluntary)

Dated 17/5/77

Note: See clause 13 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 Auckland Refrigerated Transport Limited, Hall's Meat Transport Ltd, R. A. Little and Co. Ltd, Modern Freighters Limited, Refrigerated Freightlines Ltd, Roadair (H.B.) Limited, Trailways Transport Limited, Waikato Carriers Limited, and Meat Distributors 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 17th day of May 1977.

(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 Wellington this 23rd day of February 1977.

H. S. McCaffley,

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

W. A. Simpson,

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

J. S. Beattie,

Advocate, New Zealand Employers Federation.

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 Auckland Refrigerated Transport Ltd, 29 Olsen Avenue, Auckland 4 and Hall's Meat Transport Ltd, P.O. Box 63-008, Papatōetoe 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 and Meat Distributors Ltd, P.O. Box 22093, Otahuhu.

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 (11) 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 rate 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:—

(a) Artic-Trailer Operator	\$101.64	(\$2.541)
(b) Truck	\$97.50	(\$2.437)
(c) Learner	\$90.21	(\$2.255)

For the purposes of sub-clause (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;

Provided that drivers of articulated vehicles pulling trailers shall be paid the following hourly rates with a minimum payment of 8 hours:

Over 8 tonnes and up to 13 tonnes	25.75 cents per hour
Over 13 tonnes and up to 20 tonnes	27.1 cents per hour
Over 20 tonnes	28.75 cents per hour

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.

After 12 months continuous service with the employer . . .	\$2.46 per week
After 2 years with the same employer a further \$1.87 making	\$4.33 per week
After 5 years with the same employer a further \$1.53 making	\$5.86 per week
After 10 years with the same employer a further \$1.29 making	\$7.15 per week.

OUT OF POCKET ALLOWANCE

4. Workers required to be absent from their home over-night will receive an out of pocket allowance of \$3.75 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. (a) Where workers are required to commence work at 6 a.m. or earlier, they shall be paid \$1.95 as a reimbursement for breakfast. In respect of the Line Haul operation all other meals, and where applicable, accommodation costs will be met by the Employer.

(b) Where a worker is required to be more than 25 miles out of the depot to which he is attached and he returns to his home on the same day, or is returning home on that day, he will be paid an out of pocket allowance of \$1.80 per day in addition to any other meal money entitlements.

(c) Employers shall provide a meal or allow meal money at the rate of \$1.50 per meal when workers are required to work overtime after 1 p.m. on a Saturday or a Sunday, or on statutory holidays, or after 6 p.m. on any other working day of the week, provided that such workers cannot reasonably get home for their meals.

CLOTHING

6. Each driver shall after completing one month's 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 expense of the Company on the second and each subsequent alternate night.

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

WEEK-ENDS

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.

TRAVELLING ALLOWANCE

10. Where workers who reside more than 2 kilometres from the depot are required to start prior to 6 a.m. or finish after 8 p.m. at their home depot they shall be paid \$1.50 per day travelling allowance. (only one payment shall be paid on any one day.)

REFRIGERATED FREIGHT LINES LTD.

11. 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

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

TERM

13. This agreement, insofar 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 4th day of February 1977, 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 10th day of October 1977.

H. S. McCaffley,

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

W. A. Simpson,

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

J. S. Beattie,

Advocate, New Zealand Employers Federation.

MEMORANDUM

Associated with the terms of settlement submitted for registration was an application pursuant to Regulation 7 of the Wage Adjustment Regulations 1974 (Reprint 1976/198). This application has been sustained.

The parties' settlement for a shortened term has the Commission's consent pursuant to section 92 (2) of the Industrial Relations Act 1973 and Regulation 9 of the Wage Adjustment Regulations 1974 (Reprint 1976/198).

The provisions of this collective agreement so far as those provisions determine the rates of remuneration of workers governed by this collective agreement shall be increased to the extent and in the manner prescribed by the order of the Wage Hearing Tribunal made under the Wage Adjustment Regulations 1974 (Reprint 1976/198) dated the 1st day of March 1977.

Explanatory Note — The order of the Wage Hearing Tribunal of 1 March 1977 which took effect on 14 March 1977 provided:

- “1. That the provisions of all awards and collective agreements for the time being in force in New Zealand shall so far as those provisions determine the rates of remuneration of workers be amended by increasing all rates of remuneration so determined by six per cent.
2. That for the purposes of this order the words ‘for the time being in force’ used in clause 1 hereof in relation to awards and collective agreements shall mean those provisions that are in force on the date on which this order takes effect.
3. That this order shall operate and take effect on the 14th day of March 1977.”

The cost-of-living allowance applicable on and after 25 June 1976 shall have effect according to the tenor of Regulation 3 of the Wage Adjustment Regulations 1974 (Reprint 1976/198).

(L.S.)

G. O. Whatnall, President.