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**Christchurch Meat and Certain
Frozen/Chilled Foods Carriers'
Drivers—Collective Agreement
(Voluntary)**

Dated 21/10/77

NOTE: See Clause 10 herein for the date on which rates of wages come into force

Under the Industrial Relations Act 1973

REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the Meat and Certain Frozen/Chilled Foods Carriers' Drivers in Christchurch Dispute of Interest between the Christchurch Road Transport Association (Inc.) and the Canterbury General Drivers' and their Assistants' Industrial Union of Workers.

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 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 21st day of October 1977.

(L.S.)

G. O. Whatnall, President.

Sections 65 and 66

Form 5

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 Meat and Certain Frozen/Chilled Foods Carriers' Drivers' in Christchurch Dispute of Interest between the Christchurch Road Transport Association (Inc.) and the Canterbury General Drivers' and Their Assistants' Industrial Union of Workers.

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 the registration by the Industrial Commission as a collective agreement.

Dated at Christchurch this 15th day of September 1977.

Signatures of Parties:

The Christchurch Road Transport Association (Inc.)

E. H. Williams, Secretary.

The Canterbury General Drivers' and Their Assistants' Industrial Union of Workers:

P. R. Liggett, Secretary.
Treasurer

APPLICATION OF AGREEMENT

1. This agreement shall apply to members of the Christchurch Road Transport Association and to those drivers in their employ who are members of the Canterbury General Drivers Union and who are engaged in the cartage and handling of fresh meat and frozen/chilled meat, fish, vegetables and frozen foods in and/or on vehicles specifically designed for the carriage of these commodities in that condition.

HOURS OF WORK

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

(b) A "day" for the purpose of this clause shall be deemed to mean a period of 24 consecutive hours from midnight to midnight.

(c) The interval between the time of finishing work on one day and the time of starting work on the next day shall be not less than 10 hours.

(d) The daily hours of work shall be continuous except for meal intervals but employers and drivers engaged in the cartage of meat from the Christchurch City Abattoirs may continue their existing work practices. While these practices continue in respect of any particular worker, Clause 5 hereof shall apply to that particular worker as if the reference to 10 hours therein was a reference to 8 hours.

(e) All time worked in excess of 8 hours per day shall be overtime and shall be paid for at time and a half for the first three hours and double time thereafter.

WAGES

3. (a) The following shall be the minimum rates of wages payable to workers under this agreement:

	Per Week	Per Hour
	\$	\$
Articulated truck operators	117.25	2.93125
Rigid Truck operators	112.53	2.81325
Learner Drivers	104.43	2.61075

(b) Drivers engaged in work covered by Clause 1 of this Agreement for less than 1 week shall be paid the appropriate overtime rates prescribed in the N.Z. General Drivers' Collective Agreement.

(c) Workers employed under this Agreement shall receive all other extra payments as provided for in the N.Z. General Drivers' Collective Agreement except for the payments provided for carting offal in Clause 7 (c) of that Agreement and frozen fish and wet salted hides in Clause 7 (d) of that Agreement.

(d) For the purpose of this Agreement a "Learner Driver" shall be deemed to be a driver with no previous experience in the section of the transport industry covered by this agreement and may be employed in this capacity for the first three weeks of his employment.

(e) The margins above the N.Z. General Drivers' Collective Agreement herein incorporated and shown in Clause 3(a) of this Agreement are in recognition for:

- (i) Handling goods specified and upon the terms specified in Clause 1 of this agreement; and
- (ii) Dealing with refrigerated equipment; and
- (iii) The requirement to work unusual hours in all conditions; and
- (iv) The heavy, arduous and offensive nature of the work.

SPECIAL CONDITIONS

4. (a) In addition to their normal rate of wages workers shall receive a penalty payment of 40.0 cents per hour for all time worked outside the normal hours prescribed in the General Drivers' Award of 7.15 a.m. to 5.30 p.m. This penalty shall not apply where the time is being paid for at overtime rates.

(b) Drivers shall be responsible for the preparation and cleaning of their vehicles and all other necessary duties associated with driving as prescribed in Clause 33 of the N.Z. General Drivers' Collective Agreement.

(c) Drivers shall be provided with overalls required for the delivery and handling of meat, such overalls shall be maintained, laundered and replaced at the employer's expense.

MEAL MONEY

5. (i) Where a worker completes 10 hours of work for the employer he shall either provide a meal or allow meal money at the rate of \$1.80 per meal.

(ii) Where a worker completes 5 hours overtime on a Saturday, or Sunday or 5 hours of work on a statutory holiday, the employer shall either provide a meal or allow meal money at the rate of \$1.80 per meal.

OUT OF POCKET ALLOWANCE

6. Workers required to lodge away from home overnight will receive an out of pocket allowance of \$4.00 per night. In addition the employer will be responsible for all normal expenses, lodgings, meals etc.

TOLL CALLS

7. (a) When a driver is unexpectedly required to be away from home overnight and the employer 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.

WEEKENDS

8. (a) Any worker required by the employer to be away from home but not working on a Saturday shall be paid two hours at time and one half ordinary time rates.

(b) Any worker required by the employer to be away from home but not working on a Sunday shall be paid 3 hours at double ordinary time rates.

GENERAL PROVISIONS

9. It is agreed by the parties that all provisions not otherwise specified in this agreement shall be as provided under the N.Z. General Drivers' Collective Agreement in force at the time.

TERM OF AGREEMENT

10. Subject to the approval of the Industrial Commission this agreement shall come into force on the 15th day of September for a term expiring upon the 10th day of April 1978.

Dated this 15th day of September 1977.

Signatures of parties:

The Christchurch Road Transport Association (Inc.) E. H. Williams, Secretary.

The Canterbury General Drivers' and Their Assistants Industrial Union of Workers.
P. R. Liggett.

MEMORANDUM

The Cost of Living Allowance applicable on and after the 25th June 1976 shall have effect according to the tenor of Regulation 3 of the Wage Adjustment Regulations 1974 (Reprint 1976/198).

MEMORANDUM

Along with the terms of voluntary settlement was an application pursuant to Amendment No. 13 of the Wage Adjustment Regulations 1974 for the consent of the Commission to a term for this instrument fixing a rate of remuneration for a period of less than 12 months. This application has been sustained.

In terms of Regulation 8(2) of the Wage Adjustment Regulations 1974, Amendment No. 13 (S.R. 1977/204) the entitlement to a cost of living allowance conferred by Regulation 3 of Part 1 of the Wage Adjustment Regulations 1974 (Reprint 1976/198) shall continue as if that Regulation was still in force.

(L.S.)

G. O. Whatnall, President.