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

Dated 6/12/79

Note: See Clause 9. 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 Food Carriers' Drivers' in Christchurch Dispute of Interest between the N.Z. Road Carriers Industrial Union of Employers and the Canterbury General Drivers' and Their Assistants Industrial Union of Workers

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 6th day of December 1979.

(L.S.)

N. P. Williamson, Judge.

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 Food Carriers' Drivers' in Christchurch Dispute of Interest between the N.Z. Road Carriers Industrial Union of Employers in the Canterbury Industrial District and the Canterbury General Drivers' and their Assistants' Industrial Union of Workers.

To the Registrar of the Arbitration Court:

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 Arbitration Court as a Collective Agreement.

Dated at Wellington this 23rd day of November 1979.

Signature of Parties:

The N.Z. Road Carriers Industrial Union of Employers:

P. B. Gresham.

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

P. R. Liggett.

APPLICATION OF AGREEMENT

1. This Agreement shall apply to members of the N.Z. Road Carriers Industrial Union of Employers in the Canterbury Industrial District and to those drivers in their employ who are members of the Canterbury General Drivers and Their Assistants Industrial Union of Workers 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 shall be not less than 10 hours.

(d) All time worked for an employer to which this Agreement applies and 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 drivers.....	\$166.23	\$4.1558
Rigid truck drivers.....	\$159.94	\$3.9535
Learner drivers	\$147.60	\$3.6900

(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 Driver's 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 52 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.

OUT OF POCKET ALLOWANCE

5. Workers required to lodge away from home overnight will receive an out of pocket allowance of \$4.40 per night. In addition the employer will be responsible for all normal expenses, lodgings, meals, etc.

TOLL CALLS

6. (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

7. (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

8. 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

9. This Agreement shall come into force on the 11th day of September 1979 for a term of 12 months expiring upon the 10th day of September 1980.

Dated at Wellington this 23rd day of November. 1979.

Signatures of parties:

The N.Z. Road Carriers Industrial Union of Employers:

P. B. Gresham.

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

P. R. Liggett.

MEMORANDUM

The rates of wages in Clause 3 of this Agreement include all Cost of Living Allowances, General Wage Orders and General Increases effective prior to the commencement of the term of the Agreement.

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.

Having regard to prevailing circumstances 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.

The rates of remuneration determined by this collective agreement are NOT to be increased by the provisions of the general increase provided by the Remuneration (General Increase) Regulations 1979.

(L.S.)

N. P. Williamson, Judge.