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New Zealand Refrigerated Freight Drivers — Collective Agreement (Voluntary)

Dated 17/10/80

NOTE: See clause 18 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 New Zealand Refrigerated Freight Drivers dispute of interest between New Zealand Road Transport and Motor and Horse Drivers and Assistants Industrial Association of Workers and New Zealand Refrigerated Transport Association.

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 17th day of October 1980.

(L.S.)

J. R. P. Horn, Judge

Section 65

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 New Zealand 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 New Zealand Road Carriers Industrial Union of Employers in respect of those of its members which are engaged in refrigerated Road Transport and are also members of the New Zealand Refrigerated Transport Association.

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 an award.

Dated at Wellington this 11th day of September 1980.

Signature of Parties

For and on behalf of the New Zealand Road Transport and Motor and Horse Drivers and their Assistants Industrial Association of Workers.

R. Campbell, Authorised Agent

For and on behalf of the New Zealand Road Carriers Industrial Union of Employers.

B. P. Gresham, Secretary, Authorised agent for the Employers.

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, 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 Waikato Carriers Ltd, 43 Byron Street, Cambridge, and Meat Distributors Ltd, P O Box 22-093 Otahuhu, and B. N. Craven Ltd, P O Box 54-033, Buckland Beach, and Hilton Haulage Ltd, c/- Post Office, Washdyke.

INDUSTRY TO WHICH AGREEMENT APPLIES

1. 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.

STATUS OF AGREEMENT

2. The provisions of this agreement shall be read in conjunction with the provisions of the New Zealand General Drivers Award dated – September 1980.

WAGES

3. 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:

(a) Artic-Trailer Operator	\$196.22	(\$4.906)
(b) Truck	\$186.66	(\$4.667)
(c) Learner	\$174.21	(\$4.355)

For the purpose 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 Award herein incorporated are in recognition for:

- (i) driving "rigs" with fragile bodies;
- (ii) handling perishable goods;
- (iii) dealing with refrigerated equipment;
- (iv) the incorporation of Clause 27 of the General Drivers Award.

TRAILERS

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

2 tonnes and up to 8 tonnes	\$2.27 per day or part thereof;
Over 8 tonnes and up to 13 tonnes	\$3.08 per day or part thereof;
Over 13 tonnes and up to 20 tonnes	\$3.27 per day or part thereof;
Over 20 tonnes	\$3.49 per day or part thereof;

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

Over 8 tonnes and up to 13 tonnes	45.7 cents per hour
Over 13 tonnes and up to 20 tonnes	47.7 cents per hour
Over 20 tonnes	50.5 cents per hour

Provided that drivers employed driving a refrigerated semi trailer of 40 feet shall be paid \$3.27 per day or part thereof.

SERVICE ALLOWANCE

5. In lieu of the Service Allowance provision of the Award workers shall be paid on the following scale which shall be subject to subclauses (b), (c), (d) and (e) of Clause 26 of the Award.

After 12 months continuous service with the same employer	\$4.44 per week
After 2 years with the same employer	\$7.79 per week
After 5 years with the same employer	\$10.65 per week
After 10 years with the same employer	\$12.55 per week.

OUT OF POCKET ALLOWANCE

6. (a) Workers required to be absent from their home overnight will receive an out of pocket allowance of \$6.06 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.

(b) Where a worker is required to be more than 40 kilometres out of 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 \$2.91 per day in addition to any other meal money entitlements.

MEALS

7. (a) Where workers are required to commence work at 6.00 a.m. or earlier, employers shall provide a meal or allow meal money at the rate of \$3.55 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) Employers shall provide a meal or allow meal money at the rate of \$2.73 per meal when workers are required:

(i) to work overtime after 1.00 p.m. on Saturday or Sunday or on statutory holidays;

(ii) to work on a Saturday, Sunday or statutory holiday and complete five (5) hours overtime on each or any of these days;

(iii) to work overtime after 6.00 p.m. on any other work day of the week.

Provided always that such workers cannot reasonably get home for their meals.

PROTECTIVE CLOTHING

8. (a) 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.

(b) In the event that the clothing provided pursuant to (a) above is insufficient, additional protective clothing shall be supplied by the employer as required by work being undertaken. Articles supplied shall remain the property of the employer and will be replaced on return of damaged or worn out articles.

DIRT MONEY

9. 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

10. (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

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

TRAVELLING ALLOWANCE

12. Where workers who reside more than 2 kilometres from the depot are required to start prior to or at 6.00 a.m. or finish at or after 8.00 p.m. at their home depot, they shall be paid \$2.41 per day travelling allowance. (Only one payment shall be paid on any one day).

JURY SERVICE

13. Where a worker is obliged to undertake jury service, the difference between the fees paid by the Court and the worker's ordinary daily pay shall be made up by the employer provided:

(a) That the worker produces the Court expenses voucher to the employer.

(b) That the worker returns to work immediately on any day he is not actually serving on a jury.

These payments shall be made for up to a maximum of five days in respect of each separate period of jury service.

SAFETY FOOTWEAR

14. In lieu of the provision in N.Z. General Drivers Award relating to safety footwear (Clause 25) the employer shall provide safety footwear or provide an allowance for approved safety footwear of \$50.00 per annum from commencement of employment. It shall be a condition of employment that approved safety footwear shall be worn by all drivers covered by this agreement.

SAVINGS

15. No employee coming within the scope of this agreement shall have his wages or conditions reduced by reason of the operation of this agreement.

SCOPE

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

EXCLUSION OF REMUNERATION (GENERAL INCREASE 1980)

17. The rates of remuneration determined by this agreement are not to be increased by the application of the provisions of the general increase provided by the Remuneration (General Increase) Regulations 1980.

TERM

18. This agreement shall come into force on the first day of the pay week in each establishment commencing on or after the 11th day of September 1980, and this agreement shall continue in force until the 10th day of September 1981.

In witness whereof duly authorised representatives of the parties have affixed their signatures.

1. R. J. Campbell, Industrial Officer, N.Z. Road Transport and Motor and Horse Drivers and their Assistants Industrial Association of Workers.
2. B. P. Gresham, Secretary New Zealand Road Carriers Industrial Union of Employers. Authorised Agent for the Employers.

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.

(L.S.)

J. R. P. Horn, Judge