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**New Zealand Freighters Limited —
Collective Agreement (Voluntary)**

Dated 8/12/81

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 Freighters Limited dispute of interest between Wellington Road Transport and Related Industries Motor and Horse Drivers and their Assistants Industrial Union of Workers and New Zealand Freighters Limited.

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 8th day of December 1981.

(L.S.)

D. S. Castle, Judge

Secs 65 and 66

Form 5

Reg 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 Freighters Limited Agreement (Voluntary) dispute of interest between Wellington Road Transport and Related Industries Motor and Horse Drivers and their Assistants Industrial Union of Workers and New Zealand Freighters Limited.

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 (section 66) of the Industrial Relations Act 1973, for registration by the Arbitration Court as a collective agreement.

Dated at Wellington this 26th day of March 1981.

Signatures of Parties

R. Gillespie (Union)
W. Coventry (Employer)

NEW ZEALAND FREIGHTERS LIMITED AGREEMENT

New Zealand Freighters Limited Agreement – Memorandum of Agreement between New Zealand Freighters Ltd on the one hand and Wellington Road Transport and Related Industries Motor and Horse Drivers and their Assistants Industrial Union of Workers.

SCOPE OF AGREEMENT

1. (a) This Agreement shall be read in conjunction with the New Zealand General Drivers Award and shall apply to workers employed by New Zealand Freighters Limited Wellington, at the Ngaio Gorge Freight Forwarding Depot and the Thorndon Rail Siding in any capacity in the reception, Display, stowing, stacking, handling, packing, and unpacking of containers and rail wagons, checking, dispatch or delivery of goods, all or any of which classes of work may be carried out manually or by using power driven cranes, fork lift trucks, mechanical loaders or hoists, including the keeping by such workers of any records or documentation necessarily involved in the handling of goods.

(b) This Agreement shall apply to Drivers engaged in the pick-up and delivery through warehouses stores etc. who are employed at this work either for or on behalf of New Zealand Freighters Limited.

WAGES

2. Loader Checker	
To start	174.87
After one month	179.78
After six months	184.745
After twelve months	189.67
Fork/Hoists Under 10 tonnes.	
To start	179.78
After one month	184.74
After six months	189.67
After twelve months	194.61
Truck/Van Fork/Hoist Drivers Over 10 tonnes.	
To start	189.67
After six months	194.61
After twelve months	201.26
Napier-Wellington Driver	209.00
Leading Hand	209.00

SERVICE ALLOWANCE

3. (a) After 2 years continuous service in the Industry each worker shall receive 9 cents per hour in addition to the rates prescribed in Clause 2.

(b) After 3 years continuous service in the Industry each worker shall receive an additional 4 cents per hour making a total of 13 cents per hour.

(c) After 4 years continuous service in the Industry each worker shall receive an additional 5 cents per hour making a total of 18 cents per hour.

(d) After 5 years continuous service in the Industry each worker shall receive an additional 3 cents per hour, making a total of 21 cents per hour.

(e) After 6 years continuous service in the Industry each worker shall receive an additional 2 cents per hour, making a total of 23 cents per hour.

(f) After 7 years continuous service in the Industry each worker shall receive an additional 4 cents per hour, making a total of 27 cents per hour.

(g) After 8 years continuous service in the Industry each worker shall receive an additional 3 cents per hour, making a total of 30 cents per hour.

(h) After 9 years continuous service in the Industry each worker shall receive an additional 3 cents per hour, making a total of 33 cents per hour.

(i) After 10 years continuous service in the Industry each worker shall receive an additional 3 cents per hour, making a total of 36 cents per hour.

SICK LEAVE

4. (a) After the following periods of service with the employer, a worker, other than casual, shall be entitled to payment for absence from work, due to personal sickness for the total periods of entitlement shown.

The period of sick leave entitlement accrue from one period to the next if issued, if used in one period that periods entitlement is deducted from the accrued printed entitlement to find the workers actual entitlement.

Service with the same Employer	Entitlement
4 months	5 days
8 months	10 days
12 months	15 days
16 months	20 days
2 years	30 days
3 years	35 days

(Maximum entitlement)

(b) In respect of any absence due to personal sickness, the maximum payment shall be for a total of 5 days calculated at the rate of the workers ordinary pay: Provided that, where the worker is in receipt of a Social Welfare benefit in respect to his sickness, any additional accrued entitlement shall be paid to the worker or his nominee at the maximum rate allowable for the time being by the Social Welfare department.

(c) Sick pay shall not be paid in respect of any statutory or Agreement holiday for which the worker is entitled to full pay.

(d) The worker shall ensure notice is given to the employer on the first day of absence due to illness, at which time the employer may require that a Medical Certificate be obtained.

(e) The Employer shall also have the right to require the worker to produce a Medical Certificate at the Employers expense.

DOMESTIC LEAVE

5. Where a worker has an unused sick leave entitlement, on producing a medical certificate, leave on ordinary pay of up to 5 days per year shall be granted to a married employee or an employee with a stable defacto relationship or solo parent who find it essential to stay at home in an emergency in the event of the illness of the spouse or child respectively.

Such leave shall be treated as though it was due to the employees own sickness and shall be taken subject to the following conditions:

(a) Leave should be offset against the employees sick leave entitlements.

(b) Workers should ensure that notice is given to the employer on the first day of absence.

STOPWORK MEETINGS

6. The Union may hold stopwork meeting in accordance with the provisions of the N.Z. General Drivers Award, excepting that the worker shall receive payment for attending such meetings provided their duration is no longer than 4 hours.

PICNIC DAY

7. Picnic day shall be observed in each year on the Monday of the week in which January 29th falls, which will coincide with the observance of Picnic Day by the Waterfront Unions or on a day mutually arranged between the employer and the individual worker but must be taken before the following January 29th.

The purpose of this is to ensure the operation will continue uninterrupted at both sites.

ANNUAL HOLIDAYS

8. (a) Annual Holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944 and its amendments.

(b) Upon the completion of 3 years continuous service each worker shall for the 3rd and each subsequent year of service be entitled to 4 weeks annual holidays instead of the holidays provided in sub-clause (a) hereof.

(c) The fourth week of annual holiday may be taken in conjunction with or separately from the first 3 weeks holiday as may be agreed between the worker and the employer.

DELEGATES PAY

9. The recognised Union Delegates at each depot shall be entitled to attend meetings or conferences of the Union up to three days per year on pay.

Such payment shall be made on the basis of 8 hours ordinary rate.

WET WEATHER CLOTHING AND SAFETY FOOTWEAR

10. (a) After one months service a worker employed at the Thorndon Rail siding shall be entitled to have provided for his personal use, one set of wet weather clothing, plus a pair of boots/shoes of approved safety design.

Such clothing and footwear shall be replaced at twelve month intervals or as requested on production of the worn-out or damaged articles.

(b) After one months service a worker employed at the Ngaio Gorge depot shall be entitled to have provided for his personal use one pair of boots/shoes of approved safety design.

Such footwear shall be replaced at twelve month intervals or as required on production of the worn-out or damaged articles.

In lieu of a personal issue of wet weather clothing all workers employed at the Ngaio Gorge depot shall receive a payment of 81 cents per week.

Wet weather clothing shall be available at the depot for use as required.

10 HOUR BREAK

11. Where an employer requires workers to commence work prior to the observance of a 10 hour break between the cessation of work and the recommencement of work the next day, the employer shall pay workers double time rate for all hours worked until a 10 hour break is observed.

OVERNIGHT ALLOWANCE

12. Where workers are required to be absent from their home town over night, they shall be paid an 'out of pocket' allowance of \$4.50 per night.

RAIN MONEY

13. Any worker called upon to work in the rain shall be paid \$3.78 per hour extra in addition to the workers hourly rate.

TRANSPORT ALLOWANCE

14. Workers not provided with transport to and from work by the Company, shall receive \$2.50 per day worked Tax free allowance as a reimbursement for the cost of travelling to and from work.

CLOTHING ALLOWANCE

15. (a) Each worker shall receive a lump sum every six months in advance of \$150 for the purpose of providing clothing, provided that such payment will not be made until a worker has completed 4 weeks service.

On the completion of 4 weeks service a payment will be made at the rate of \$5.77 per week from the date of commencement of employment to the date of the next six monthly payment. For the purpose of this Agreement the payment dates shall be 24th November and 24th May.

(b) Should the workers services be terminated within one of these six monthly periods for which he has already been paid, the employer shall deduct \$5.77 for every week that the employment falls short of the six months.

MEAL MONEY

16. When workers are required to work more than 9½ hours on any day, the afternoon on any Saturday, Sunday, or Holiday, the employer shall provide meals or pay each worker \$3.71 as a meal allowance.

CHEMICAL HANDLING ALLOWANCE

17. (a) All workers shall be paid a Chemical Handling allowance of 19 cents per hour.

(b) This payment shall be incorporated into the hourly rate for the purpose of computing overtime.

(c) The employer shall be entitled to make a rateable deduction from this allowance for time lost by the worker through sickness, accident or workers own default.

TERM

18. This Agreement shall come into force on the first day of the pay week commencing on or after the 1st day of March 1981 and shall remain in force until the 23rd day of November 1981.

For and on behalf of New Zealand Freighters Limited.

W. Coventry (Branch Manager)

For and on behalf of Wellington Road Transport and Related Industries Motor and Horse Drivers and Their Assistants Industrial Union of Workers

R. E. Gillespie (Organiser)

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.

The parties' settlement for a shortened term has the Court's consent pursuant to section 92 (2) of the Industrial Relations Act 1973 and Regulation 6 (3) of the Wage Adjustment Regulations 1974.

The delay in registration of this document has been brought about by a lack of information from the parties in providing an explanation of an apparent

direct conflict in its terms with a decision of this Court issued on 28 November 1979. That decision concerned a demarcation dispute between the parties to this agreement and the Wellington United Warehouse and Bulk Store Employees' (Other than Clerks, Commercial Travellers and Drivers) Industrial Union of Workers. Such information has now been supplied to the Court at a chambers hearing on 7 December 1981. The Court does not express any concluded view as to the validity of this document.

(L.S.)

D. S. Castle, Judge