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

Dated 22/2/82

NOTE: See clause 19 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 the 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 hereto set his hand, this 22nd day of February 1982.

(L.S.)

N. P. Williamson, Judge.

Sections 65 and 66

Regulation 9 (4)

Form 5

Under the Industrial Relations Act 1973

SUBMISSIONS OF VOLUNTARY SETTLEMENT FOR REGISTRATION

In the matter of the Industrial Relations Act, 1973; and in the matter of the New Zealand Freighters Limited Collective Agreement (Voluntary) dispute of interest between the 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 of the Industrial Relations Act 1973, for registration by the Arbitration Court as a Collective Agreement.

Dated at Wellington this 9th day of December 1981.

For and on behalf of New Zealand Freighters Limited:

White.

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

R. E. Gillespie, Organiser.

NEW ZEALAND FREIGHTERS LIMITED AGREEMENT

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

CLAUSE 1. SCOPE OF AGREEMENT

(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.

CLAUSE 2. WAGES

Loader Checker	
To start	201.97
After one month.....	207.65
After six months.....	213.38
After twelve months	219.07
Fork/Hoists under 10 tonnes	
To start	207.65
After one month.....	213.38
After six months.....	219.07
After twelve months	224.77
Truck/Van Fork/Hoist Drivers over 10 tonnes	
To start	219.07
After six months.....	224.77
After twelve months	232.46
Napier/Wellington, Shuttle and Feeder Drivers..	241.40
Leading Hand.....	241.40
Supervisor.....	259.15

CLAUSE 3. SERVICE ALLOWANCE

(a) After one year's continuous service in the industry each worker shall receive 8 cents per hour in addition to the rates prescribed in clause 2 of this Agreement.

(b) After two years' continuous service in the industry each worker shall receive an additional 11 cents per hour, making a total of 19 cents per hour.

(c) After three years' continuous service in the industry each worker shall receive an additional 4 cents per hour, making a total of 23 cents per hour.

(d) After four years' continuous service in the industry each worker shall receive an additional 6 cents per hour, making a total of 29 cents per hour.

(e) After five years' continuous service in the industry each worker shall receive an additional 3 cents per hour, making a total of 32 cents per hour.

(f) After six years' continuous service in the industry each worker shall receive an additional 3 cents per hour, making a total of 35 cents per hour.

(g) After seven years' continuous service in the industry each worker shall receive an additional 4 cents per hour, making a total of 39 cents per hour.

(h) After eight years' continuous service in the industry each worker shall receive an additional 4 cents per hour, making a total of 43 cents per hour.

(i) After nine years' continuous service in the industry each worker shall receive an additional 3 cents per hour, making a total of 46 cents per hour.

(j) After ten years' continuous service in the industry each worker shall receive an additional 5 cents per hour, making a total of 51 cents per hour.

CLAUSE 4. SICK LEAVE

(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 period's 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 the 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.

CLAUSE 5. DOMESTIC LEAVE

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 de facto 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.

CLAUSE 6. STOPWORK MEETINGS

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

CLAUSE 7. PICNIC DAY

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.

CLAUSE 8. ANNUAL HOLIDAYS

(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.

CLAUSE 9. DELEGATES PAY

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.

CLAUSE 10. WET WEATHER CLOTHING AND SAFETY FOOTWEAR

(a) After one month 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 month 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 93 cents per week.

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

CLAUSE 11. 10 HOUR BREAK

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.

CLAUSE 12. OVERNIGHT ALLOWANCE

Where workers are required to be absent from their home town over night, they shall be paid an 'out of pocket' allowance of \$5.16 per night.

CLAUSE 13. RAIN MONEY

Any worker called upon to work in the rain shall be paid \$4.37 per hour extra in addition to the workers hourly rate.

CLAUSE 14. TRANSPORT ALLOWANCE

Workers not provided with transport to and from work by the company, shall receive \$2.89 per day worked tax free allowance as a reimbursement for the cost of travelling to and from work.

CLAUSE 15. CLOTHING ALLOWANCE

(a) Each worker shall receive a lump sum every four months in advance of \$157.50 for the purpose of providing clothing, provided that such payment will not be made until a worker has completed four weeks' service. On the completion of four weeks' service a payment will be made at the rate of \$9.09 per week from the date of commencement of employment to the date of the next four-monthly payment. For the purpose of this agreement the payment dates shall be the pay day immediately on or after the 24th November, 1981, the 24th March, 1982 and the 24th July, 1982.

(b) Should the workers services be terminated within one of these four monthly periods for which he has already been paid, the employer may deduct \$9.09 for every week that the employment falls short of the four month.

CLAUSE 16. MEAL MONEY

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 \$4.75 as a meal allowance.

CLAUSE 17. CHEMICAL HANDLING ALLOWANCE

(a) All workers shall be paid a Chemical Handling allowance of 25 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.

CLAUSE 18. EXCLUSION OF THE ECONOMIC STABILISATION (COST OF LIVING INCREASE) REGULATIONS 1980

The rates of remuneration determined by this Collective Agreement are NOT to be increased by the application of the provisions of the General Order of the Arbitration Court made under the Economic Stabilisation (Cost of Living Increase) Regulations 1980.

CLAUSE 19. TERM

This Agreement shall come into force on the first day of the pay week commencing on or after the 24th day of November, 1981 and shall remain in force until the 23rd day of November, 1982.

For and on behalf of New Zealand Freighters Limited:

White.

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.

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.

Registration of this document as presented does not imply that the Court considers it valid. The Court notes its decision reported in 1979 A C J 309 and further notes that, pursuant to the leave reserved, an application has been filed for a further hearing of the demarcation dispute.

(L.S.)

N. P. Williamson, Judge.