

**Please post in a conspicuous place accessible to workers**

“The attention of all persons affected by this document is drawn to the transitional provisions concerning union membership set forth in section 17 Industrial Relations Amendment Act 1985.”

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**MEAT AND CERTAIN FROZEN/CHILLED  
FOOD CARRIERS' DRIVERS IN  
CANTERBURY AND WESTLAND —  
COLLECTIVE AGREEMENT  
(VOLUNTARY)**

**Dated 29/8/85**

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NOTE: See clause 11 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 Meat and Certain Frozen/Chilled Food Carriers' Drivers in Canterbury and Westland Dispute of Interest

between the New Zealand Road Carriers Industrial Union of Employers and the Canterbury and Westland Drivers and their Assistants Industrial Union of Workers

THE Arbitration Court, having before it the terms of a voluntary settlement arrived at in the abovementioned 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 a 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 29th day of August 1985.

(L.S.)

D. S. CASTLE  
JUDGE

FORM 5

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 Canterbury and Westland Dispute of Interest

BETWEEN: THE NEW ZEALAND ROAD CARRIERS INDUSTRIAL UNION OF EMPLOYERS in respect of those members who are engaged in the carriage of Meat and Certain Frozen/Chilled Food and are also members of the New Zealand Road Transport Association:

AND: THE CANTERBURY AND WESTLAND 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 registration by the Arbitration Court as a Collective Agreement.

Dated at Christchurch this 19th day of July 1985

For and on behalf of: THE NEW ZEALAND ROAD CARRIERS INDUSTRIAL UNION OF EMPLOYERS

J. G. Fraser, AUTHORISED AGENT  
N. S. Bidwell, AUTHORISED AGENT

For and on behalf of: THE CANTERBURY AND WESTLAND DRIVERS AND THEIR ASSISTANTS INDUSTRIAL UNION OF WORKERS

L. M. Burns, Organiser, AUTHORISED AGENT

## MEMORANDUM OF AGREEMENT

### BETWEEN:

The Canterbury and Westland Drivers and Their Assistants Industrial Union of Workers, on the one hand  
and W. A. Habgood Limited, P.O. Box 16-130, Hornby  
and A. E. Nevell & Son, 14 Watts Road, Christchurch  
and Transport (N.C.) Holdings Limited, P.O. Box 155, Rangiora  
and South Canty Meat Distributors Limited, P.O. Box 2023, Washdyke  
and Refrigerated Freight Lines Limited, P.O. Box 849, Timaru  
and Westland Processors, P.O. Box 12, Hokitika  
and Westland Frozen Products, P.O. Box 128, Hokitika.

### 1. APPLICATION OF AGREEMENT

(a) This Agreement shall apply to the New Zealand Road Carriers Industrial Union of Employers in respect of those of its members of the New Zealand Road Transport Association and to those drivers in their employ who are members of the Canterbury and Westland 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.

(b) This Agreement shall apply to the cited parties, but during the currency of the registered Agreement, any employer within the area to which this Agreement relates may (with the consent of the original parties to this Agreement or their representative) become a party to it by filing with the Registrar of the Arbitration Court a notice of concurrence.

This is in accordance with Section 65, subsection 6, of the Industrial Relations Act 1973.

### 2. HOURS OF WORK

(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) All time worked for an employer to which this Agreement applies and in excess of eight 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.

### 3. **WAGES**

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

	<b>Per Week</b>	<b>Per Hour</b>
Articulated drivers	\$250.07	\$6.25
Rigid Truck drivers	\$241.33	\$6.03
Learner drivers	\$223.48	\$5.59

(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 Award.

(c) Workers employed under this Agreement shall receive all other extra payments as provided for in the N.Z. General Drivers Award except for the payments provided for carting offal in Clause 6(c) of that Award and frozen fish and wet salted hides in Clause 6(d) of that Award.

(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 transport industry covered by this Agreement and may be employed in this capacity for the first three weeks of his/her employment.

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

- (i) Handling foods specified and upon the terms specified in Clause 1(a) 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.

### 4. **SPECIAL CONDITIONS**

(a) In addition to their normal rate of wages workers shall receive a penalty payment of 75 cents per hour for all time worked outside the normal hours prescribed in the N.Z. 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 36 of the N.Z. General Drivers Award.

(c) Drivers shall be provided with overalls and footwear required for the delivery and handling of meat.

Such overalls shall be maintained, laundered and replaced at the Employer's expense.

(d) Drivers who are required to carry pigs over 73 kgs shall have the right to have the aforesaid body cut in half.

### 5. **OUT OF POCKET ALLOWANCE**

Workers required to lodge away from home overnight will receive an out-of-pocket allowance of \$6.35 per night.

In addition, the Employer will be responsible for all normal expenses, lodgings, meals, etc.

6. **TOLL CALLS**

(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/her 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/her home, (maximum 3 minutes) at the expense of the Company on the second and each subsequent alternate night.

7. **WEEKENDS**

(a) Any worker required by the Employer to be away from home but not working on a Saturday shall be paid three 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.

8. **GENERAL PROVISIONS**

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 Award in force from time to time.

9. **SAVINGS**

Nothing in this Agreement shall operate so as to reduce the wages and conditions of employment applying to any worker at the date of this Agreement coming into force.

10. **THE ECONOMIC STABILISATION  
(COST OF LIVING ALLOWANCE) REGULATIONS 1984**

The rates of remuneration determined by this Collective Agreement are not to be increased by the application of the provisions of the cost of living allowance made under the Economic Stabilisation (Cost-of-Living Allowance) Regulations 1984.

11. **TERM OF AGREEMENT**

This Agreement shall be deemed to have come into force on the 27th day of December 1984 for a term of 10 months, expiring upon the 26th day of October 1985.

**STATEMENT OF THE PARTIES**

A working party shall meet during the currency of this Agreement to investigate the Union's claims in relation to the following:

- (i) Payments to allied workers applying to drivers;
- (ii) Payments to drivers when they do not receive a ten hour break between days.

Dated this 19th day of July 1985

Signed for and on behalf of: THE CANTERBURY AND WESTLAND  
DRIVERS AND THEIR ASSISTANTS IN-  
DUSTRIAL UNION OF WORKERS  
L. M. Burns, Organiser, AUTHORISED  
AGENT

Signed for and on behalf of: THE NEW ZEALAND ROAD CARRIERS  
INDUSTRIAL UNION OF EMPLOYERS  
J. G. Fraser, AUTHORISED AGENT  
N. S. Bidwell, AUTHORISED AGENT

**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 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 nine months from the date of registration.

(L.S.)

D. S. CASTLE  
JUDGE

NOTE: This agreement was previously known as Christchurch Meat and Certain Frozen/Chilled Food Carriers' Drivers — Collective Agreement (Voluntary) dated 27th January 1982, Book of Awards 1982, page 523.