

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.”

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

Dated 27/2/86

NOTE: See clause 10 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 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 27th day of February 1986.

(L.S.)

D. S. CASTLE
JUDGE

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 of the Meat and Certain Frozen/Chilled Food Carrier's Drivers in Canterbury and Westland Dispute of Interest

BETWEEN THE N.Z. ROAD CARRIERS INDUSTRIAL UNION OF EMPLOYERS in respect of those members who are engaged 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 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 a Collective Agreement.

Dated at Wellington this 20 day of January 1986.

For and on behalf of:

THE NEW ZEALAND ROAD CARRIERS INDUSTRIAL UNION OF EMPLOYERS

G. A. TYLER
SECRETARY
(Authorised Agent)

For and on behalf of:

THE CANTERBURY & 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 Ltd.
and A. E. Nevell & Son
and Transport (N. C.) Holdings Ltd.
and South Canty. Meat Distributors
Limited
and Refrigerated Freight Lines
Limited
and Westland Processors
and Westland Frozen Products

P. O. Box 16-130, Hornby.
14 Watts Road, Chch.
P. O. Box 155, Rangiora.
P. O. Box 2023, Washdyke.
P. O. Box 849, Timaru.
P. O. Box 12, Hokitika.
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 who are 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 only 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.

	Per Week	Per Hour
Articulated drivers	\$283.64	\$7.09
Rigid Truck drivers	\$274.90	\$6.87
Learner drivers	\$257.05	\$6.43

- (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 goods 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 \$1.00 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 and shall wear overalls required for the delivery and handling of meat. Such overalls shall be laundered at the employer's expense. Where overalls are damaged in the course of the drivers employment by accident or by fair wear and tear, and are no longer serviceable, the employer shall issue a replacement pair on an exchange basis.
- (d) Drivers subject to this Agreement shall be supplied with approved safety footwear by the employer. The wearing of safety footwear is mandatory on all jobs. Where boots are damaged in the course of the drivers employment by accident or by fair wear and tear, and are no longer serviceable, the employer shall issue a replacement pair on an exchange basis. Should the drivers employment terminate within 12

months of the issue of any safety footwear, he/she shall retain the footwear but the employer may deduct one-twelfth of the initial cost for each full month by which the worker's employment falls short of that 12 months.

- (e) Drivers who are required to carry pigs over 73 kgs. shall have the right to have the aforesaid body cut in half.
- (f) Workers employed under this Agreement who are directed to work in zero temperature stores or rooms shall be issued with a swandri or similar type jacket.
- (g) In lieu of trailer payments contained in the NZ General Drivers Award, Drivers of semi-trailers 10.668 metres and over will be paid an allowance of \$2.00 per day.

5. **OUT OF POCKET ALLOWANCE**

Workers required to lodge away from home overnight will receive an out-of-pocket allowance of \$8.50 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 alternative 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. **TERM OF AGREEMENT**

This Agreement shall be deemed to have come into force on the 27th day of October 1985 for a term of 12 months, expiring upon the 26th day of October 1986.

Dated this 20th day of January 1986.

Signed for and on behalf of:

The Canterbury & Westland Drivers & Their Assistants Industrial Union
of Workers

L. M. Burns
ORGANISER
Authorised Agent

Signed for and on behalf of:

New Zealand Road Carriers Industrial Union of Employers

G. A. Tyler
SECRETARY
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 one year from the date of registration.

(L.S.)

D. S. CASTLE
JUDGE