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**Auckland Meat Transport Operators'  
Association Drivers — Award**

**Dated 20/2/77**

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**NOTE: See clause 13 herein for the date on which rates of wages come into force.**

AUCKLAND MEAT TRANSPORT OPERATORS' ASSOCIATION  
DRIVERS — AWARD

In the Industrial Commission of New Zealand — In the matter of the Industrial Relations Act 1973; and in the matter of the Auckland Meat Transport Operators' Association Drivers Dispute of Interest between the Northern (except Gisborne) Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers and the undermentioned:

Auckland Meat Transport Operators' Association, P.O. Box 3529, Auckland.

Halls Meat Transport Limited, P.O. Box 63008, Papatoetoe South.  
Meat Distributors Limited, P.O. Box 22093, Otahuhu.

The Industrial Commission, having before it the terms of a conciliated settlement arrived at in the above-mentioned dispute of interest and notified to the Commission pursuant to the provisions of section 82 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the schedule 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 Industrial Commission has hereto been affixed, and the President of the Commission has hereunto set his hand, this 20th day of February, 1977.

(L.S.)

G. O. Whatnall, President.

ARRANGEMENT OF AGREEMENT

Clause Number	Title
1 —	Application of Agreement
2 —	Hours of Work
3 —	Wages
4 —	Service Allowance
5 —	Special Conditions
6 —	Casuals
7 —	Holidays
8 —	Union Fees
9 —	Out-of-Pocket Allowance
10 —	Toll Calls
11 —	Weekends
12 —	General Provisions
13 —	Term of Agreement

SCHEDULE

APPLICATION OF AGREEMENT

1. (a) This agreement shall apply to employers who are members of the Auckland Meat Transport Operators' Association and who are engaged in the cartage of meat.

(b) For the purpose of this agreement workers shall be employed within two sections:

Either — Sunday to Thursday working week; or  
Monday to Friday working week.

### HOURS OF WORK

2. (a) The ordinary hours of work shall not exceed 40 per week or eight per day to be worked either between Sunday to Thursday both days inclusive, or between Monday to Friday both days inclusive.

(b) All time worked 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.

(c) All time worked before midnight Sunday/Monday shall be paid for at ordinary time in addition to the normal hourly rates of wages.

(d) All time worked on any holiday as prescribed in clause 8 (a) of the New Zealand General Drivers Agreement dated 11 October 1976, shall be paid for at double time rates, provided that where the holiday worked follows a Sunday when no work is performed, payment shall be at ordinary time rates in addition to the normal hourly rate up until midnight.

(e) Workers employed under this agreement shall be paid at the rates prescribed for either a Sunday to Thursday week or a Monday to Friday week depending on allocation of work at the commencement of each week.

(f) In respect of workers under a Sunday to Thursday week a "day" for the purpose of this agreement shall be a 24 hour period from the commencement of work.

### WAGES

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

	Per Week	Per Hour
	\$	\$
Artic trailer operators .....	98.19	2.455
Truck operators .....	94.20	2.355
Drivers' assistants .....	87.16	2.179

(b) The above rates of wages shall be adjusted from time to time in accordance with movements resulting from the New Zealand General Drivers Agreement negotiations, or from the effect of any General Wage Order.

(c) Workers employed under this agreement shall receive all other extra payments as provided for in the New Zealand General Drivers Agreement, other than service allowances.

(d) For the purpose of this agreement, a "driver's assistant" shall be deemed to be a driver with no previous experience in the refrigerated transport industry and may be employed in this capacity for the first month of his employment, provided such workers are not required to carry out duties which are payable on a higher classification.

(e) The margins above the New Zealand General Drivers Agreement herein incorporated and shown in clause 3 (a) of this agreement are in recognition for:

- (i) Driving "rigs" with fragile bodies;
- (ii) Handling perishable goods;
- (iii) Dealing with refrigerated equipment;
- (iv) The requirement to work at night in all conditions;
- (v) The heavy and arduous nature of work;
- (vi) The responsibility attached to driving expensive "gear".

### SERVICE ALLOWANCE

4. In lieu of the service allowance provisions of the New Zealand General Drivers Agreement, workers shall be paid on the following scale which shall be subject to all provisions as provided for by clause 25 of the agreement:

	Per Week
	\$
After 12 months' continuous service .....	2.46
After 24 months' continuous service .....	4.33
After 60 months' continuous service .....	5.86

### SPECIAL CONDITIONS

5. (a) In addition to their normal rate of wages workers shall receive a penalty payment of 34.8 cents per hour for all time worked outside normal hours of 7.15 a.m. to 5.30 p.m. This penalty payment 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.

(c) Drivers shall be provided with all necessary clothing required for the delivery and handling of meat, such clothing shall be maintained, laundered and replaced at the employer's expense.

(d) All drivers and casuals covered by this agreement shall keep time and wage books as provided for by the New Zealand General Drivers Agreement.

### CASUALS

6. Casuals employed under this agreement shall be paid in accordance with the rates of wages in clause 3 (a) and 15 per cent shall be added thereto, with a minimum payment of four hours in any day. The 15 per cent penalty shall not be deemed to include holiday pay.

### HOLIDAYS

7. Workers shall receive annual holidays and other holidays as prescribed by the New Zealand General Drivers Agreement, provided that the holiday pay is based on the wages payable under this agreement.

### UNION FEES

8. Union fees shall be deducted from the workers' wages and payable to the union quarterly at the end of June, September, December and March.

### OUT-OF-POCKET ALLOWANCE

9. Workers required to lodge away from home overnight will receive an out-of-pocket allowance of \$3 per night. In addition the employer will be responsible for all normal expenses, lodgings, meals, etc.

### TOLL CALLS

10. (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 home (maximum three 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 three 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.

### WEEKENDS

11. Any worker required by the employer to be away from home but not working on a Saturday shall be paid two hours at time and a half ordinary time rates; any worker required by the employer to be away from home but not working on a Sunday shall be paid three hours at double ordinary time rates.

### GENERAL PROVISIONS

12. It is agreed by the parties that all provisions not specified in this agreement shall be as provided under the New Zealand General Drivers Agreement in force at the time.

### TERM OF AGREEMENT

13. This agreement shall come into force on the 20th day of February 1977, and this agreement shall continue in force until the 27th day of October 1977.

In witness whereof the seal of the Industrial Commission has hereto been affixed, and the President of the Commission has hereunto set his hand, this 20th day of February 1977.

(L.S.)

G. O. Whatnall, President.

### MEMORANDUM

This collective agreement incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Conciliation Council.

Associated with the terms of settlement submitted for registration was an application pursuant to Regulation 7 of the Wage Adjustment Regulations 1974 (Reprint 1976/198). This application has been sustained.

The parties' settlement for a shortened term has the Commission's consent pursuant to section 92 (2) of the Industrial Relations Act 1973 and Regulation 9 of the Wage Adjustment Regulations 1974 (Reprint 1976/198).

The cost of living allowance applicable on and after 25 June 1976 shall have effect according to the tenor of Regulation 3 of the Wage Adjustment Regulations 1974 (Reprint 1976/198).

In terms of section 82 (9) of the Industrial Relations Act 1973 (as amended) registration of this collective agreement shall be deemed to be the making of an award and this registered collective agreement shall be deemed to be and be known as an award made by the Industrial Commission.

G. O. Whatnall, President.