

Please post in a Conspicuous Place accessible to Workers

**Borthwick Wholesale Meats Drivers —
Collective Agreement (Voluntary)**

Dated 2/12/81

Note: See clause 18 herein for the date on which rates of wages come into force

Under the Industrial Relations Act 1973

REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the Borthwick Wholesale Meats Drivers Dispute of Interest between the Wellington Road Transport and Related Industries Motor and Horse Drivers and their Assistants Industrial Union of Workers and Borthwick Wholesale Meats of Thomas Borthwick (New Zealand) 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 2nd day of December 1981.

(L.S.)

N. P. Williamson, Judge

Sec. 65

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 Borthwick Wholesale Meats, Wellington Region, Meat Wholesalers, dispute of interest between Wellington Road Transport and Related Industries Motor and Horse Drivers and their Assistants Industrial Union of Workers and Borthwick Wholesale Meats.

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 fourth day of November 1981.

Signature of parties

B. J. Duff, Assistant I & P Manager

D. A. Fluson, Secretary

**BORTHWICK WHOLESALE MEATS DRIVERS COLLECTIVE
AGREEMENT (VOLUNTARY)**

SCHEDULE

HOURS OF WORK

1. Drivers shall be employed on a weekly basis to be worked from Sunday to Thursday, both days inclusive.

Start time on any day shall be 1.00 p.m. and 8 hours shall be continuous from such start time.

A day for the purpose of this agreement shall be deemed to be a continuous 24 hours period from the commencement of work as stipulated above.

PUBLIC HOLIDAYS

2. All time worked on Sundays shall be paid for at overtime rates. Time worked on any Public and Statutory Holiday or Picnic Day, as prescribed in the N.Z. General Drivers Award shall be paid for at the double time rates in addition to ordinary rates.

WAGES

3.	Weekly	Hourly	T ¹ / ₂	D.T.
Up to 14 Tonnes.....	\$226.33	\$5.6583	\$8.4875	\$11.3166
Over 14 up to 20 Tonnes	\$229.91	\$5.7478	\$8.6217	\$11.4956
Over 20 up to 28 Tonnes	\$233.58	\$5.8395	\$8.7593	\$11.6790
Over 28 up to 34 Tonnes	\$236.34	\$5.9085	\$8.8628	\$11.8170

SERVICE ALLOWANCE

4. (a) In addition to the rates as prescribed in clause three (3), drivers shall be paid an extra \$0.2122 per hour on completion of one years continuous service with the same employer.

On completion of two continuous years service with the same employer drivers shall be paid an extra \$0.2918 per hour.

On completion of five years continuous service with the same employer drivers shall be paid an extra \$0.366 per hour.

(b) The above rates shall be included in overtime calculation.

INDUSTRY ALLOWANCE

5. (a) An Industry Allowance of \$13.54 per week is to be paid to each driver covered by this agreement.

(b) The Industry Allowance shall form part of the wage rate for the purpose of the calculation of overtime.

HOLIDAYS

6. Every driver employed under the terms of this Agreement shall be entitled to Annual Holidays as provided for in the Annual Holidays Amendment Act, to be paid on the basis of the workers gross annual earnings divided by the

number of weeks worked that the worker is paid for by the company. In addition to these holidays a driver employed under this agreement shall be entitled to a further one weeks holiday, paid at the ordinary rates to compensate for working outside of the normal daily hours.

CLOTHING

7. Every driver employed under the terms of this agreement shall be provided with all necessary clothing required for delivery and handling of any of the company's products.

Such clothing shall be maintained, laundered and replaced at the employer's expense. It is the responsibility of all drivers to wear the clothing provided during execution of their duties to comply with ruling hygiene regulations.

CASUALS

8. Casuals may be employed under this agreement and shall be paid in accordance with the hourly rate as prescribed for in Clause three (3) of this agreement, with the addition of 15% of such rate for all hours on any day, with a minimum payment of 7 hours on any day.

DUTIES

9. Drivers shall be responsible for the preparation and cleaning of their vehicles and all other necessary duties associated with driving. Drivers shall not however undertake any work which is within the jurisdiction of another award or collective agreement administered by another Union.

UNION FEES

10. The employer shall deduct Union Fees each week for all drivers, driver's assistants and casual workers, and remit all monies deducted to the union office at monthly intervals, but not later than two monthly periods.

KEYS

11. To compensate for the handling of keys, frozen meats, drivers shall be paid a further \$5.42 per week.

MEALS

12. As per New Zealand General Drivers Award.

OFFAL CARRYING

13. Workers engaged in carting offal from abattoirs or freezing works shall receive an additional 70 cents for each day or part of a day they are so engaged.

JOB DELEGATE

14. (a) The employer shall give recognition to a worker who is elected by the workers and endorsed by the Union as Job Delegate in the establishment in which he is employed. Notice of such appointment shall be given to the employer in writing by the Union.

(b) Where a delegate is appointed in accordance with sub clause (a) of this clause, the employer will allow up to 16 hours of ordinary time without rateable deduction in each calendar year, at that establishment, to assist in the

transaction of Union business. Such time to be granted at the discretion of the employer.

TEN. HOUR BREAK

15. Where the employer requires workers who are covered under this agreement to commence work prior to the observance of a ten (10) hour break between the cessation of work and the recommencement of work the next day the employer shall pay workers double time rates for all hours worked until a ten (10) hour break is observed.

APPLICATION

16. This agreement shall apply to all drivers employed by Borthwick Wholesale Meats of Thomas Borthwick (N.Z.) Ltd., in the Wellington Industrial District, provided that any driver in receipt of superior wages or conditions shall not have those conditions reduced due to the coming into effect of this agreement.

In all other matters not covered by this agreement, the terms and conditions as laid down by the N.Z. General Drivers Award shall apply.

EXCLUSION OF ECONOMIC STABILISATION (COST OF LIVING INCREASE) REGULATIONS 1980

17. The rates of remuneration determined by this agreement are not to be increased by the application of the provisions of the general increase provided by the Economic Stabilisation (Cost of Living Increase) Regulations 1980.

TERM OF AGREEMENT

18. This agreement in so far as the provisions relating to the rates of remuneration to be paid are concerned shall be deemed to have come into force on the first day of the pay week commencing on or after the 11th day of September 1981 and so far as all other provisions of the agreement are concerned it shall come into force on the day of the date hereof; and this agreement shall continue in force until the 10th day of September 1982.

For and on behalf of Borthwick Wholesale Meats

Borthwick Wholesale Meats Manager

For and on behalf of The Wellington Road Transport and Related Industries Motor and Horse Drivers' and their Assistants Industrial Union of Workers
Area 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.

This document replaces the previous instrument which was known as the "Borthwick Wholesale Meats Collective Agreement (Voluntary)".

(L.S.)

N. P. Williamson, Judge