

AUCKLAND ANCILLARY DRIVERS – INDUSTRIAL AGREEMENT

This Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, and its amendments, this 15th day of November 1971, between the Northern (except Gisborne) Motor and Horse Drivers and their Assistants Industrial Union of Workers (hereinafter referred to as "the union") of the one part and members of the Auckland Provincial Employers' Association (Inc.) (hereinafter referred to as "the employer") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:

1. That the terms, conditions, stipulations, and provisions contained and set out in the Schedule hereto shall be binding upon the parties hereto, and they shall be deemed to be and are hereby declared to form part of this agreement.

2. That the said parties hereto shall respectively do, observe and perform every matter and thing by this agreement and by the said terms, conditions, stipulations and provisions respectively required to be done, observed and performed and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This agreement made under the Industrial Conciliation and Arbitration Act 1954, shall apply to drivers engaged by employers whose use of vehicles is ancillary to the main purpose of the employer's business or undertaking.

WAGES

2. (a) Except as otherwise provided in this agreement, the rates of wages shall be the appropriate rate specified in the New Zealand General Drivers' Award for the class of vehicle driven or operated, and service and other special payments and allowances provided in the award shall be paid in addition to the rates specified in this agreement.

(b) (1) Drivers shall be paid \$2.80 per week in addition to the appropriate minimum rate of wages and service allowance prescribed by the New Zealand General Drivers' Award dated 30 September 1971.

(2) The agreed payment is a weekly extra payment and does not affect overtime rates.

(c) Alternative Incorporation – As an alternative to the payment of the weekly extra payment and/or the award service allowance separately from the minimum award rate of wages, the employer may at his discretion, incorporate the payment and/or the allowances as they become payable into the weekly wage.

If alternative incorporation is decided upon, it shall be applied to all drivers engaged by the employer and they shall be advised that the payment and/or allowance is incorporated.

No employer shall revert from the alternative allowed herein to the conditions of payment allowed by subclause (a) of this clause unless such change is approved by the Disputes Committee constituted under clause 4 of this agreement.

SCOPE OF AGREEMENT

3. This agreement shall operate throughout all that portion of the North Island bounded to the North by the Bethells Road from the sea to the junction of the said road with the No. 16 Main Highway at Waitakere; thence by the No. 16 Main Highway to its junction with the No. 18 Main Highway at Kumeu; thence by the No. 18 Main Highway to its junction with the No. 1 Main Highway at Pukeatua; thence by the No. 1 Main Highway to the Orewa River; thence by the Orewa River to the sea; and to the South by the southern boundary of the Manukau City and the southern boundary of the Papakura Borough Council, including all boroughs and town districts therein or contiguous thereto.

DISPUTES

4. Where a matter is in dispute or a matter arises which is likely to cause a dispute between individual employers and the union or its members, the following shall be the procedure:

- (a) Where the matter concerned does not relate to wage rates, penal rates, or the like involving payment of money, the matter shall be discussed by the union with the employer concerned and both parties shall attempt to reach agreement.
- (b) Failing settlement the matter shall be referred to the Auckland Provincial Employers' Association and in the event of no agreement being reached the matter shall be referred to a Disputes Committee on which the representation shall not be less than two parties nominated by the Association, and two parties nominated by the union.
- (c) Any matter relating to wage rates, penal rates or the like involving payment of money must be referred to the Disputes Committee as provided for in (b) above.
- (d) Failing agreement on the matter by the Disputes Committee, then the matter shall be dealt with as a dispute under the Disputes Clause or Personal Grievance Clause of the current award.

TERM OF AGREEMENT

6. This agreement shall come into force on 30 September 1971, and shall continue in force until 30 September 1972.

Signed for and on behalf of:

The Northern (except Gisborne) Motor and Horse Drivers and their Assistants Industrial Union of Workers:

H. S. McCaffley.

Signed for and on behalf of:

Abels Ltd.	Dawson Printing Co. Ltd.
C. Aickin & Sons Ltd.	Edwards Enterprises Ltd.
Airst Industries Ltd.	E. M. F. Electric Co. Ltd.
Ambler & Co. Ltd.	Farmers Trading Co. Ltd.
John W. Andrew & Sons Ltd.	Fashions Ltd.
Atwaters Ltd.	Fisher & Paykel Ltd.
Auckland Glass Co. Ltd.	Fletcher Mechanical Services Ltd.
Auckland Seine Boat Association Ltd.	Fletcher Merchants
Auto Machine Manufacturing Co. Ltd.	Foodstuffs Auckland Ltd.
Autocrat Radio Ltd.	Foodtown Supermarkets Ltd.
B.M.A. Construction Co. Ltd.	Grove Bros. Ltd.
Henry Berry Ltd. — Hayman Division	Keith Hay Ltd.
Bond & Bond Ltd.	Hunter Douglas Ltd.
W.H. Bond & Co. Ltd.	ICI New Zealand Ltd.
Bonds Hosiery Mills (N.Z.) Ltd.	Industrial Chemicals Ltd.
Briscoes (N.Z.) Ltd.	N.S. Irwin Ltd.
British Imperial Paints Ltd.	Johnson & Johnson (N.Z.) Ltd.
Burns, Philp & Co. Ltd.	Kensington Carpets Ltd.
Bushells Ltd.	H.C. Kitchen Ltd.
Butland Industries Ltd.	Lee & Airlington Ltd.
Carlton Cranes Ltd.	Lewis & Brownie Industries Ltd.
Caxton Printing Works Ltd.	Joseph Lucas (N.Z.) Ltd.
Classic Manufacturing Ltd.	McAlpine Refrigeration Ltd.
Consolidated Plastics Ltd.	George McCaul Ltd.
George Court & Sons Ltd.	Macdonald, Halligan Motors Ltd.
Crum Brick Tile & Pottery Co. Ltd.	McMillan Motors Ltd.

Maida Vale Clothing Co. Ltd.
Mason & Porter Ltd.
Mesco Riddell Ltd.
Motor Traders N.Z. Ltd.
National Distributors Ltd.
New Zealand Fabrics Ltd.
N.Z. Newspapers Ltd.
N.Z.T.S. Services (Auck.) Ltd.
N.Z.T.S. Services (Grosvenor) Ltd.
Pak Pacific Corporation Ltd.
Pen Enterprises Ltd.
Phillips & Impey Ltd.
Poultrymens Co-operative Ltd.
Produce Markets Ltd.
Purity Foods (Auck.) Ltd.

Reckitt & Coleman (N.Z.) Ltd.
Repco Engineering (N.Z.) Ltd.
E.S. & A. Robinson (N.Z.) Ltd.
Sanford Ltd.
Sanitarium Health Food Co.
E.W. Sinton Ltd.
Smith & Brown-Maple Furnishing Ltd.
Tappenden Motors Ltd.
R. & E. Tingey Ltd.
Tri-ang Pedigree (N.Z.) Ltd.
U.E.B. Industries Ltd.
Waitemata Fisheries Ltd.
Waitemata Stevedoring Co. Ltd.
Williamson Jeffrey Ltd.
G.R. Young Ltd.

By: M. F. Dakin — Industrial Advocate
Duly Authorised Agent for the Employer.

AUCKLAND ANCILLARY DRIVERS – CONCURRENCE
WITH INDUSTRIAL AGREEMENT

Clerk of Awards, Auckland.

Take notice that Andrews and Beaven Limited, 109–113 Cook St, Auckland, Manufacturing Engineers, hereby signifies its concurrence with the Auckland Ancillary Drivers' Industrial Agreement dated 15 November 1971, between the Northern (except Gisborne) Motor and Horse Drivers' and their Assistants' Industrial Union of Workers and various employers, and filed in your office as No. 1558.

Dated at Auckland this 29th day of November 1971.

For Andrews and Beaven Limited:

M. V. Busby, Personnel Manager.

AUCKLAND ANCILLARY DRIVERS—CONCURRENCE WITH
INDUSTRIAL AGREEMENT

Take notice that:

E. Astley & Sons Ltd.
Auckland By-Products.
Auckland Typographic Services Ltd.
Collins Bros. & Co. Ltd.
Dominion Yeast Co.
Eta Foods Limited.
Fashions Ltd.
James Gilmour & Co. Ltd.
Gordon & Gotch (NZ) Ltd.
Arthur Lowe Ltd.
Motor Specialities Industries Ltd.
Probert Industries Ltd.
Rex Consolidated Ltd.
Spedding Ltd.
Taniwha Products Ltd.
United Dry Cleaners & Laundry Ltd.
Ray Vincent Ltd.

hereby signify their concurrence with the Auckland Ancillary Drivers' Industrial Agreement dated 15 November 1971, between the Northern (except Gisborne) Motor and Horse Drivers' and their Assistants Industrial Union of Workers and various employers, and filed in your office as No. 1558.

Dated at Auckland this 3rd day of December 1971.

On behalf of the employers M. F. Dakin.

M. F. Dakin, Duly Authorised Agent.

**AUCKLAND ANCILLARY DRIVERS – CONCURRENCE
WITH INDUSTRIAL AGREEMENT**

Clerk of Awards, Auckland.

Take notice that Auckland Laundry Ltd, Carton Specialties Ltd, Hardley's Ltd, Alex Harvey Metal Containers, Holeproof Mills Ltd, ICI New Zealand Ltd, New Zealand Drycleaners (North Shore) Ltd, Penrose Electroplating Ltd, Smith and Caughey Ltd, J. Wattie Canneries Ltd, Zip Wholesalers Ltd, hereby signify their concurrence with the Auckland Ancillary Drivers' Industrial Agreement dated 15 November 1971, between the Northern (except Gisborne) Motor and Horse Drivers' and their Assistants' Industrial Union of Workers and various employers, and filed in your office as No. 1558.

Dated at Auckland this 10th day of November 1971.

On behalf of the employers:

M. F. Dakin, Duly Authorised Agent.

AUCKLAND ANCILLARY DRIVERS – CONCURRENCE
WITH INDUSTRIAL AGREEMENT

Clerk of Awards, Auckland.

Take notice that Armstrong and Springhall Ltd, W. H. Foote and Co. Ltd, Price Norsteel (Fabricators) Ltd, hereby signify their concurrence with the Auckland Ancillary Drivers' Industrial Agreement dated 15 November 1971, between the Northern (except Gisborne) Motor and Horse Drivers' and their Assistants' Industrial Union Of Workers and various employers and filed in your office as No. 1558.

Dated at Auckland this 22nd day of December 1971.

On behalf of the employers:

M. F. Dakin, Duly Authorised Agent.

AUCKLAND ANCILLARY DRIVERS—
CONCURRENCE WITH INDUSTRIAL AGREEMENT

To the Clerk of Awards at Auckland.

Take notice that Hardware Manufacturing Co. Ltd., hereby signifies its concurrence with the Auckland Ancillary Drivers' Industrial Agreement dated 5 October 1971, between the Northern (except Gisborne) Motor and Horse Drivers' and their Assistants' Industrial Union of Workers and various employers, and filed in your office as No. 1558.

Dated at Auckland this 5th day of October 1971.
Hardware Manufacturing Co. Ltd.

N. Leticia, Accountant.