

AUCKLAND FROZEN FOOD VAN SALESMEN – INDUSTRIAL AGREEMENT

This Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, and its amendments, this 29th day of October 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 General Foods Corporation (N.Z.) Limited and Unilever New Zealand Limited (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 shall apply to frozen food van salesmen engaged by the employer and who are substantially employed in the sale and delivery of frozen food products, using refrigerated vehicles.

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.

(b) In addition to the rates specified in clause 2 (a) of this agreement, salesmen shall be paid 13.6 cents per hour, incorporated in the hourly rate and subject to deduction under the same conditions as the rate provided in the award.

(c) In lieu of all award allowances (except service allowance and meal money) the sum of \$2.00 shall be paid weekly to all salesmen covered by 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; and 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.

TERM OF AGREEMENT

4. 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 General Foods Corporation (N.Z.) Ltd.

A. L. Gardner.

Signed for and on behalf of Unilever New Zealand Ltd.

C. F. Gray.

AUCKLAND FROZEN FOOD VAN SALESMEN—
CONCURRENCE WITH INDUSTRIAL AGREEMENT

Take notice that Harts Ice Cream Ltd., 152 Greenlane Rd., Auckland, 5, frozen food manufacturers hereby signifies its concurrence with the Auckland Frozen Food Van Salesmen's Industrial Agreement, dated 29 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. 1559.

Dated at Auckland this 1st day of December 1971.

Name of Employer: Harts Ice Cream Ltd.

R. J. Hart, Manager.

AUCKLAND FROZEN FOOD VAN SALESMEN – AMENDMENT OF AGREEMENT

Dated 19/5/75

In the Industrial Commission of New Zealand – In the matter of the Industrial Relations Act 1973; and in the matter of the Auckland Frozen Food Van Salesmen – Collective Agreement, dated the 29th day of October 1971.

In pursuance and exercise of the powers conferred upon it by section 97 (1) (b) of the Industrial Relations Act 1973: And upon application made in that behalf by the parties to the Auckland Frozen Food Van Salesmen Collective Agreement, dated the 29th day of October 1971: And upon being satisfied that the parties to this Collective Agreement desire that it should be reviewed by it, The Commission doth hereby order as follows:

That the said Collective Agreement shall be amended in the manner following:

Clause 2 – Wages

(a) Delete “Award” and substitute “Collective Agreement”.

(b) Delete existing subclause and substitute the following:

“In addition to the rates specified in clause 2(a) of this agreement, drivers and driver-salesmen of refrigerated vehicles shall be paid 25 cents per hour, incorporated in the hourly rate and subject to deduction under the same conditions as the rate provided in the Collective Agreement; drivers and driver-salesmen of nonrefrigerated vehicles shall be paid 19 cents per hour, incorporated in the hourly rate and subject to deduction under the same conditions as the rate provided in the Collective Agreement”.

(c) Delete existing subclause and substitute the following:

“In lieu of all collective agreement allowances (except service allowance, meal money, and the allowance for wet weather protective clothing and footwear) the sum of \$2.75 shall be paid weekly to all salesmen covered by this agreement”.

(d) Add new subclause as follows:

“In addition to the service allowance payable under clause 25 of the New Zealand General Drivers Collective Agreement, and subject to all the conditions applying to payments under that clause, drivers and driver-salesmen covered by this agreement shall, on completion of three years’ continuous employment with the same employer, receive \$1.26 per week”.

Clause 4 – Term of Agreement

Delete existing clause and substitute the following:

“The payments contained in subclause (b) of clause 2 of this agreement shall be deemed to have come into force on 6 January 1975 and all other terms and conditions shall be deemed to have come into force on 7 April 1975, and this agreement shall continue in force until 2 February 1976”.

Dated at Wellington this 19th day of May 1975.

(L.S.)

G. O. Whatnall, President.

MEMORANDUM

Associated with this application for amendment was an application pursuant to Regulation 7 of the Wage Adjustment Regulations 1974. In making this order, the Commission sustains the application under Regulation 7.

G. O. Whatnall, President.