

INNES TARTAN LIMITED SCHWEPES (N.Z.) LIMITED  
AND THE NORTHERN BOTTLING CO. LIMITED DRIVERS –  
INDUSTRIAL AGREEMENT

This industrial agreement is made in pursuance of the Industrial Conciliation and Arbitration Act 1954 and its amendments this twenty-second day of December 1972.

It is mutually agreed upon between Innes Tartan Limited, Schwepes (N.Z.) Limited and Coca-Cola Bottlers (Northern) Limited each a duly incorporated company having its registered office at the Oasis, Mt Wellington, Auckland (hereinafter called "the Oasis Group"), and The Northern Drivers Industrial Union of Workers, (hereinafter called "the union"), as follows:

1. The Purport of this Agreement is to achieve stability of wage rates and general harmony in the undertakings of the Oasis Group.

2. The Scope of the Agreement is that whereas on the one hand the Oasis Group agree that the provisions of this agreement apply to drivers employed by them under the New Zealand General Drivers Award at the Oasis, Mt Wellington, the union agrees not to initiate any move or support any action by its members designed to increase their remuneration beyond that accepted by the parties hereto in accordance with this agreement.

3. The Conditions of the Agreement are:

PART I

3.11 The Basic Wage Rates under this agreement shall be the relevant rates as specified in the New Zealand General Drivers Award effective 20 November 1972 to 20 November 1973.

3.12 In addition to the said basic Rates the Oasis Group agrees to the payment of such premium as is agreed upon between the union and the Auckland Provincial Employers' Association "Ancillary" Group provided that if such premium should exceed \$2.80 per week then the incentive payments in Part II hereof shall be subject to review by the Oasis Group.

For the purposes of this agreement the rates of pay consented to by the Remuneration Authority for the Auckland Provincial Employers Association "Ancillary" Group for the period 20 November to 20 November 1973 shall apply.

3.13 Nothing in this agreement shall prejudice compliance with the provisions of the Stabilization of Remuneration Regulations 1972 including those relating to cost of living orders made by the Remuneration Authority.

3.14 In addition to the conditions as set out in the New Zealand General Drivers' Award referred to in clause 3.11 above, the Oasis Group agree to the following:

A Lunch Period of half an hour per day shall be paid; and this shall count as part of the driver's ordinary eight hours, it being understood that the driver shall be in charge of his vehicle during this period.

Sick Leave shall be payable after twelve months continuous service with the same employer in the Oasis Group in respect of a driver's sickness for up to five days per annum cumulative to no more than ten days in any two year period at the said basic rate

and premium as prescribed in clause 3.12 hereof provided that where practicable immediate notice is given to the employer company of the driver's inability to work. The employer company may at its discretion require the production of a medical certificate as proof of illness; but, notice of such requirement shall be given immediately upon notification of absence.

In the case of certified extended sickness, management will review each case sympathetically on its merits. Recommendations for the latter are to be submitted to the Board Executive Committee.

3.15 Annual Holidays of three weeks after two years' continuous service with the Oasis Group.

Note – This has now been incorporated in the award.

3.16 Long Service Leave of one week – in addition to the normal annual holiday – after ten years' continuous service with the Oasis Group - paid for the one year only and as an extension to the long service leave of two weeks after twenty years' continuous service.

3.17 Travelling Time. It is the right of the Distribution Manager or Supervisor to allocate rounds within the available daily hours. If this allocation is such that a driver cannot be back by 7.30 p.m., then taxi fare will be paid, on behalf of drivers without private transport, up to a distance of 10 road miles from the Oasis.

3.18 Grievances.

3.19 Pre-Dismissal Procedure. Agreed procedural plans for Grievances and Pre-Dismissal action, incorporated in this agreement, are attached as Schedule A and Schedule B.

3.20 Drivers' Meetings. Meetings with management are to be arranged by individual companies to be held monthly and union representatives may attend.

3.21 The term of this agreement shall be for the period 20 November 1972 to 20 November 1973.

## PART II

3.22 In addition to clause 3.12 hereof but in substitution for any particular and applicable clauses in the New Zealand General Drivers' Award, the following shall also be paid by the Oasis Group:

A mileage allowance of 5 cents per mile in respect of any mileages in excess of 65 miles per day on a normal daily run.

A call allowance of 15 cents per call in respect of any deliveries and/or collection of empties in excess of 35 per day, except as outlined for hotel runs hereinunder.

Hotel Runs Only. A call allowance of 15 cents per call after 15 calls in any one day as an interim measure whilst Innes Tartan Limited and Schweppes (N.Z.) Limited each maintain exclusive hotel runs.

It is recognised that hotel runs are to be completely re-organised following post mix introduction.

3.23 Special Events Trailer. An allowance of \$1 per day shall be paid for towing the trailer or caravan.

3.24 The expeditious handling both of full goods and sorted empty returns is recognised as being of prime importance in the service provided by the Oasis Group to its customers, for which reason the following incentive payments shall be made:

	Coca-Cola Bottlers (Northern) Limited	Innes Tartan Ltd and Schweppes (N.Z.) Limited
Out:		
Full cartons of cans . . . . .	1c each	*Innes Tartan Limited 1½c each Schweppes (N.Z.) Limited 1c each
Full Boxes, Cases, Crates and other cartons delivered up to 1,000 . . . . .	1½c each	1½c each
over 1,000 . . . . .	2c each	1½c each
Empty boxes, Cases, Crates delivered . . . . .	1c each	2c each
Cash Handling Allowance . . . . .	½% cheques**	1% Cash Limited 1% cheques included; Schweppes (N.Z.) Limited 1% Cash ½% cheques**
In:		
Full boxes, Cases, Crates and Cartons collected	1c each	2c each
Empty Boxes, Cases, Crates collected	1c each	2c each

In order to maintain fairness within the Group and in the operation of this clause alone it is recognised that the range of products and method of packing applicable to Coca-Cola Bottlers (Northern) Limited, in comparison with the other two companies of the Oasis Group has necessitated differentiation in the specification of incentive rates.

\*It is agreed and understood that the rates marked with an asterisk and applied to Innes Tartan Limited, only are paid for the reason that they were included in agreements operating prior to this agreement (and that rates in clause 3.24 in effect retain the status quo).

\*\*It is agreed and understood that the ½ percent handling allowance for cheques marked \*\* and applied to Coca-Cola Bottlers (Northern) Limited and Schweppes (N.Z.) Limited, shall be paid pending investigation into alternative methods of collecting payments, including deferred container credits.

In witness whereof these presents have been executed the day and year first hereinbefore written.

Signed for and on behalf of Innes Tartan Limited:

E. N. Robson, General Manager.  
D. L. Simpson, Group Financial Controller.

Signed for and on behalf of Schweppes (N.Z.) Limited:

D. C. Stewart, General Manager.  
D. L. Simpson, Financial Controller.

Signed for and on behalf of Coca-Cola Bottlers (Northern) Limited:

C. E. Cave, General Manager.  
D. L. Simpson, Group Financial Controller.

Signed for and on behalf of The Northern Drivers' Industrial Union of Workers:

L. Smith.  
K. L. Sabris.

## SCHEDULE A.

Oasis Drivers' Industrial Agreement  
Dated .....

## GRIEVANCES

It shall be a primary obligation of managers to give decisions from available facts and employees are expected to conform with the terms of these decisions. Union Members have been given the opportunity to attend individual Company Drivers' Meetings with Management each month.

To allow all complaints, grievances or problems arising out of employer/employee relationships to be handled expeditiously and without coercion or intimidation, the procedure as set out hereunder is to be adopted by individual Companies in the Oasis Group:

Stage 1 – The employee brings the matter to the attention of his Supervisor, accompanied by his Delegate if he wishes, and an earnest attempt is to be made to resolve the matter at this level.

Stage 2 – If unresolved, the Supervisor brings the matter to the attention of his Distribution Manager and an attempt is made to resolve the matter at this level in conjunction with the employee/employees and his/their Union Delegate.

Stage 3 – If unresolved the Distribution Manager calls the Branch Manager or Sales Manager into the discussions and the employee/employees and/or his/their Union Delegate may elect to call the Union into discussions and an attempt is made to resolve the matter.

Stage 4 – It is expected that, under normal circumstances, grievances will be resolved during stages 1, 2 or 3; but, if the matter still remains unresolved, it is then passed on to the General Manager who may contact the Union Secretary in an attempt to resolve the matter.

While the foregoing procedures are being followed, work shall continue as though the dispute had not arisen.

However, the foregoing does not take away the right of employees to withhold their labour on safety issues such as on trucks or during loading, or where employees have raised matters in accordance with the above procedure, and no action has been taken regarding the complaint.

## SCHEDULE B

Oasis Drivers' Industrial Agreement  
Dated .....

## PRE-DISMISSAL PROCEDURE

Whenever it is necessary to adopt a pre-dismissal procedure, the following steps will be taken:

1. If considered sufficient in regard to the circumstances, a verbal warning will be given.
2. If the circumstances warrant more than a verbal reprimand, or where a previous verbal warning has not been heeded, the employee will be advised in writing that a repetition of the offence will result in his dismissal.

A copy of any such warning letter will be given to the Employee's Delegate.

3. If a further breach occurs after a written warning has been given, the Company will advise the Delegate what action it intends to take against the employee.

The Delegate shall be advised before the Company takes any such action.

4. For serious wilful misconduct, the company will inform the Delegate of the action it intends to take against the employee involved before such action is taken.