

INNES TARTAN LIMITED DRIVERS – INDUSTRIAL AGREEMENT

This industrial agreement is made in pursuance of the Industrial Conciliation and Arbitration Act 1954 and its amendments this 22nd day of December 1972. It is mutually agreed upon between Innes Tartan Limited a duly incorporated Company having its registered office at Mt. Wellington, Auckland (hereinafter called "the Company") and the Northern Drivers (except Gisborne) Road Transport and Motor and Horse Drivers and their Assistants 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 Company at its branches at Rotorua, Tauranga, Whakatane, Taupo and Thames, and Hamilton.
2. The scope of this agreement is that whereas on the one hand the Company agrees that the provisions of this agreement apply to drivers employed by them under the New Zealand General Drivers Award at Hamilton and Tauranga, Taupo, Whakatane, Thames and Rotorua, 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 Nothing in this agreement shall prejudice compliance with the provisions of the Stabilisation of Remuneration Regulations 1972 including those relating to cost of living orders made by the Remuneration Authority.
- 3.13 In addition to the conditions as set out in the New Zealand General Drivers' Award referred to in clause 3.11 above, the Company agrees 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 and its load during this period.

Sick leave shall be payable after twelve months continuous service with the same employer 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 same basic rate as prescribed in clause 3.11 hereof provided that where practicable immediate notice is given to the Company of the driver's inability to work. The 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.
- 3.14 Annual holidays of three weeks after two years' continuous service with the Company.
NOTE – This has now been incorporated in the award.
- 3.15 Long service leave of one week – in addition to the normal annual holiday – after ten years' continuous service with the Company – paid for the one year only and as an extension to the long service leave of two weeks after twenty years' continuous service.
- 3.16 Drivers' meetings. Meetings with management are to be arranged by the Company to be held monthly and union representatives may attend.
- 3.17 The term of this agreement shall be for the period 20th November, 1972 to 20th November 1973.

PART II

- 3.18 In addition to clause 3.11 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 Company.
- 3.19 Special events trailer. An allowance of \$1 per day shall be paid for towing the trailer or caravan.
- 3.20 The expeditious handling both of full goods and sorted empty returns is recognised as being of prime importance in the service provided by the Company up to its customers. Therefore, in return for the sorting of bottles into their respective cases by product and package size and grouping such sorted cases onto pallets the Company is prepared to pay a commission as follows:
- 3.20.1 For every full case of product delivered to customers.
Cases other than 26 oz Waters – 1 cent.
26 oz Waters – 1½ cents.
- 3.20.2 For every case of sorted empties returned to the plant – ½ cent.
- 3.20.3 For every empty case – ½ cent.
- 3.21 Cash handling. For cash only (excluding cheques) an allowance of 1 percent will be paid on the total amount of cash collected.

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. W. Gibson, General Manager.

D. L. Simpson, Group Financial Controller.

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

G. Downey, Organiser.