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**Unilever (N.Z.) Limited and J. Wattie  
Canneries Limited Drivers—  
Collective Agreement (Voluntary)**

**Dated 19/11/75**

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NOTE: See clause 11 herein for the date on which rates of wages come into force.

## Form 6

Under the Industrial Relations Act 1973

## REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the Unilever (N.Z.) Limited and J. Wattie Canneries Limited Drivers Dispute of Interest between J. Wattie Canneries Limited and Unilever (N.Z.) Limited and the Gisborne Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers; Hawkes Bay Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers; Nelson Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers; and the Canterbury General Drivers and their Assistants Industrial Union of Workers.

The Industrial Commission, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Commission 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 schedule 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 Industrial Commission has hereto been affixed and the President of the Commission has hereunto set his hand, this 19th day of November 1975.

(L.S.)

G. O. Whatnall, President.

## Form 5

Sections 65 and 66

Regulation 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 the dispute of interest between J. Wattie Canneries Limited and Unilever (New Zealand) Limited and the Canterbury Drivers Union, Hawkes Bay Drivers Union, Gisborne Union and Nelson Drivers Union.

To the Registrar of the Industrial Commission.

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 Industrial Commission as a collective agreement.

Dated at Wellington this 21st day of October 1975.

Signature: R. J. Tweedie.

For and on behalf of the parties.

UNILEVER (N.Z.) LIMITED AND J. WATTIE CANNERIES  
LIMITED DRIVERS – COLLECTIVE AGREEMENT

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This agreement shall apply to workers employed by Unilever (N.Z.) Limited and J. Wattie Canneries Limited who are members of the Gisborne Drivers Union or Hawke's Bay Drivers Union or Nelson Drivers Union or Canterbury Drivers Union.

STATUS OF AGREEMENT

2. The provisions of this Agreement have been settled pursuant to Clause 4 (g) of the New Zealand General Drivers Collective agreement and shall be read in conjunction with that Agreement. The wages and conditions of employment of drivers employed under this Agreement shall be those set out in the New Zealand General Drivers Collective Agreement with the additional clauses outlined hereunder.

(NOTE – Clause references are to the New Zealand General Drivers Collective Agreement (Conciliated) dated 8 August 1975.)

HOURS OF WORK (CLAUSE 4)

3. (a) A shift worker is a driver whose eight ordinary working hours fall wholly or partly outside the hours prescribed in Clause 4 (a) of the Drivers Agreement.

(b) Notwithstanding Clause 4 (a) of the Drivers Agreement, shifts may be worked at any time as required by the employer. Not more than two shifts shall be worked in any day of twenty four hours without agreement between the union concerned and the employer concerned.

(c) Drivers employed on shifts shall be paid an allowance of \$2.05 per shift worked provided that drivers employed on the first shift on agricultural harvesting in the field (other than trucks) shall be paid \$2.25 per shift worked and provided further that drivers employed on the second shift on agricultural harvesting equipment in the field (other than trucks) shall be paid \$2.50 per shift worked.

(d) Shift drivers shall be allowed half an hour paid crib time within their eight hour shift.

OVERTIME (CLAUSE 5)

4. (a) In the case of shift drivers, all time worked in excess of eight hours per day or forty per week shall count as overtime and shall be paid for at time and a half rates for the first three hours and double time thereafter: provided that overtime worked on Saturday shall be paid at the rate of time and a half for the first three hours and double time thereafter. All time worked on Sundays shall be paid for at double time rates. Overtime shall be calculated on a daily basis.

(b) (i) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that workers have at least nine consecutive hours off duty between the work of successive days. A worker who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not at least nine consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he has had nine consecutive hours off duty without loss of pay for ordinary working time (as prescribed in this clause) occurring during such absence.

If, on the instructions of his employer, such a worker resumes or continues work without having had such nine consecutive hours off duty, he shall be paid at double rates until he is released from duty for such period, and he shall then be entitled to be absent until he has had nine consecutive hours off duty without loss of pay for ordinary working time (as prescribed in this clause) occurring during such absence.

(ii) In so far as drivers driving trucks are concerned, the provisions of subclause (i) above shall apply except that the period of nine consecutive hours shall be ten consecutive hours under the provisions prescribed by the Transport Act.

## WAGES (CLAUSE 7)

5. (a) Drivers of the following vehicles and/or drivers of agricultural harvesting equipment where such drivers are required to both operate and make running adjustments to equipment under conditions consistent with the nature of the work, shall be paid as follows:

	Per Week \$
(i) Driver of agricultural tractor and driver of corn pusher	72.12
(ii) Driver of vehicle up to 2 tons	72.95
(iii) Driver of vehicle 2–10 tons; fork-lift driver	75.22
(iv) Driver of vehicle 10–14 tons; driver of tractor towing viner; mower driver; driver of corn harvester; driver of bean harvester; driver of broccoli harvester; driver of brussel sprouts deleafer.	76.42
(v) Driver of self propelled viner; driver of tomato harvester.	78.20

(b) A driver whose continuous period of employment with an employer party to this agreement exceeds six months, shall be paid an additional 10.2 cents per hour worked, and such sum shall be included in the calculation of overtime.

(c) A driver designated by his employer as a charge-hand or leading hand shall be paid 11.66 cents per hour extra whilst he is so designated.

## GENERAL CONDITIONS (CLAUSE 18)

6. (a) Where practicable, drivers employed on day work shall be notified before 2 p.m. if they are required to work overtime at the end of the day.

(b) Changed starting times for the following day's work shall be notified to drivers as early as practicable.

(c) Drivers of mowers and drivers instructed to grease viners shall be provided with combination overalls.

(d) On request drivers shall be supplied as soon as possible with overalls which shall be laundered at the employer's expense.

(e) A driver required to work continuously in a mechanically refrigerated area in a temperature of 0 degrees Celsius or less for a minimum period of half an hour shall be paid an allowance of 9.2 cents per hour while so employed; a driver required to work continuously in temperatures of -12 degrees Celsius or less for a minimum period of half an hour shall be paid an allowance of 17.2 cents per hour while so employed.

(f) Drivers shall be allowed five minutes washing-up time on the cessation of the day's work.

(g) Wherever practicable, drivers shall be given two clear days notice before shift work is started.

## MEAL MONEY (CLAUSE 19)

7. (a) Drivers on shift work shall be provided with a meal or paid a meal allowance at the rate prescribed in the Drivers Agreement when they are required to work in excess of two hours overtime after completing an eight hour shift Monday to Friday, both days inclusive. Where a driver on shift work completes five hours overtime on a Saturday, Sunday or statutory holiday the employer shall either provide a meal or allow meal money at the rate of \$1.10 per meal.

## WET WEATHER CLOTHING AND SAFETY FOOTWEAR (CLAUSE 24)

8. (a) After six months continuous service with the same employer and each twelve months thereafter, a driver shall be entitled to one pair of boots/shoes of approved safety design and the employer shall make available wet weather clothing if job working conditions so require. In the event of the worker leaving the service

of the employer within six months from the date of issue, the employer may claim a refund of costs based on 75 cents per week for the unexpired period and that amount may be deducted from wages owing.

(b) Drivers not covered by (a) above shall receive the allowance specified in the Drivers Agreement for safety footwear and wet weather clothing.

#### ANNUAL HOLIDAYS (CLAUSE 26)

9. (a) Drivers regularly employed on shifts shall be allowed one extra week's holiday on completion of twelve months service as a shift worker. Any driver who is regularly and continuously employed for over one month but less than twelve months on shifts shall be allowed a corresponding proportion of the extra week's holiday, provided that where this proportion includes a period of less than one day, the less than one day period may be paid for in cash.

#### STOP-WORK MEETINGS (CLAUSE 39)

10. The Union may hold stop-work meetings, such meetings to be held in accordance with the provisions of the General Drivers Agreement. Drivers who attend such meetings and who return to work as soon as practicable after the conclusion of the meeting shall be paid up to two hours pay for the duration of the meeting. An employer will be permitted to retain a suitable number of drivers to carry out essential duties and, where practicable, such drivers shall be rotated from stop-work meeting to stop-work meeting.

#### TERM

11. This Agreement, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the first day of November 1975, and so far as all other provisions of the Agreement are concerned, it shall come into force on the date the Industrial Commission registers the Agreement. This Agreement shall continue in force until 31 October 1976.

In witness whereof duly authorised representatives of the parties have affixed their signatures.

R. Hughes, Drivers Union Delegate, Unilever N.Z. Ltd. Hastings.

P. Kinsey, Drivers Union Delegate, J. Wattie Canneries Ltd. Hastings Branch.

B. Anzue, Drivers Union Delegate, J. Wattie Canneries Ltd. Gisborne Branch.

L. Sutton, Assistant Secretary, Hawkes Bay Drivers Union.

P. Leggett, Secretary, Canterbury Drivers Union.

B. Negus, Drivers Union Delegate, J. Wattie Canneries Ltd. Christchurch Branch.

M. Lehndorf, Organiser, Gisborne Drivers Union.

R. Silcock, Secretary, Nelson Drivers Union.

M. Grainer, Technical Director, Unilever New Zealand Ltd.

J. G. R. Morley, Industrial Relations Manager, J. Wattie Canneries Ltd.

#### MEMORANDUM

The terms of voluntary settlement were accompanied by an application pursuant to Regulation 7 of the Wage Adjustment Regulations 1974. In registering the settlement the Commission sustains the application under Regulation 7.

The rates of remuneration prescribed by this collective agreement are NOT to be increased by the application of the second cost of living order made pursuant to Regulation 3 of the Wage Adjustment Regulations 1974, Amendment No. 4, dated 9 June 1975.

G. O. Whatnall, President.