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**Unilever (New Zealand) Limited and
J. Wattie Canneries Limited Drivers
— Collective Agreement (Voluntary)**

Dated 20/12/77

NOTE: See clause 12 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 (New Zealand) Limited and J. Wattie Canneries Limited Dispute of Interest between the Hawkes Bay Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers; the Gisborne Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers; the Canterbury General Drivers and their Assistants Industrial Union of Workers; and the Nelson Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers and Unilever (New Zealand) Limited and J. Wattie Canneries Ltd.

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 20th day of December 1977.

(L. S.)

G. O. Whatnall, President.

Form 5

Section 65

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 Unilever (New Zealand) Limited and J. Wattie Canneries Limited Drivers Dispute of Interest between the Hawkes Bay, Gisborne, Canterbury and Nelson Drivers Unions and Unilever (New Zealand) Limited and J. Wattie Canneries Limited.

To the Registrar of the Industrial Commission.

We Hereby submit to you a signed copy of the terms of voluntary settlement of the abovementioned 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 an Award.

Dated at Wellington this 10th day of November 1977.

Signature of Parties

L. E. Sutton.
G. Marino.
F. L. Silcock.
P. Liggett.

J. WATTIE CANNERIES LIMITED AND UNILEVER (N.Z.) 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) and (h) 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 Award with the additional Clauses outlined hereunder.

(NOTE: Clause references are to the New Zealand General Drivers Award (Conciliated) dated 7 October 1977).

HOURS OF WORK (CLAUSE 4)

3. (i) 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.

(j) 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.

(k) Drivers employed on shifts shall be paid an allowance of \$2.37 per shift worked provided that drivers employed on the first shift on agricultural harvesting in the field (other than trucks) shall be paid \$2.61 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 \$2.90 per shift worked.

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

OVERTIME (CLAUSE 5)

4. (c) 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.

(d) (i) When overtime work is necessary it shall, whenever 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) Insofar as drivers driving trucks are concerned, the provisions of sub-clause (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. (k) 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	87.63
(ii) Driver of vehicle up to 2 tons.	88.60
(iii) (a) Driver of vehicle 2-10 tons; forklift driver	91.21
(b) Drivers designated to operate a fork-lift fitted with double forks shall be paid as for 10-14 ton truck driver.	92.61
(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.	92.61
(v) Driver of self propelled viner; Driver of tomato harvester	94.66

(l) A driver whose continuous period of employment with an employer party to this agreement exceeds six months, shall be paid an additional 11.8 cents per hour worked, and such sum shall be included in the calculation of overtime.

(m) A driver designated by his employer as a charge-hand or leading hand shall be paid 13.5 cents per hour extra whilst he is so designated.

(n) The Industry Allowance Agreement dated the 7th October 1977 shall apply according to its tenor.

GENERAL CONDITIONS (CLAUSE 18)

6. (u) 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.

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

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

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

(y) 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 10.5 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 19.6 cents per hour while so employed.

(Z.1) Drivers shall be allowed five minutes washing-up time on the cessation of the day's work.

(Z.2) Wherever practicable, drivers shall be given two clear days notice before shift work is started.

(Z.3) That drinking water shall be available to drivers with each field gang.

(Z.4) Where practicable field toilets shall be available to drivers with each field gang and it shall be the responsibility of the drivers in each field gang to bury the effluent at the end of each shift.

MEAL MONEY (CLAUSE 19)

7. (c) 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 prescribed rate, provided that workers engaged in harvesting operations away from base shall be provided with a meal or allowed meal money at the prescribed rate for each 5 hours work thereafter providing work continues after the meal break.

WET WEATHER CLOTHING AND SAFETY FOOTWEAR (CLAUSE 24)

8. (i) 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.

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

ANNUAL HOLIDAYS (CLAUSE 26)

9. (d) 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 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.

FIRST AID ATTENDANTS

11. Workers who are holders of current first aid certificates, and are designated as first aid attendants by the employer, shall be paid \$2.50 per week extra.

TERM

12. This Agreement, insofar as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 11th day of October 1977, 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 10 April 1978.

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

L. Sutton, Assistant Secretary Hawke's Bay Drivers Union.

P. Liggett, Secretary, Canterbury Drivers Union.

G. Marino, Authorised Agent Gisborne Drivers Union.

L. L. Sulcook, Authorised Agent Nelson Drivers Union.

M. Grainer, Technical Director Unilever New Zealand Limited.

J. G. R. Morley, Industrial Relations Manager, J. Watties Canneries Limited.

MEMORANDUM

The terms of settlement submitted by the parties have been registered by the Commission in terms of Section 65 of the Industrial Relations Act 1973.

The parties applied jointly to the Commission pursuant to Regulations 6(3) of the Wage Adjustment Regulations 1974 (as amended) for approval for those provisions of the agreement relating to rates of wages to continue in force for a period of less than twelve months from the coming into force of those provisions.

After considering the submission the Commission consents to this application, being satisfied that there is sufficient reason for a shortened term for rates of wages.

In terms of Regulation 8 (2) of the Wage Adjustment Regulations 1974, Amendment No. 13 (S.R. 1977/204) the entitlement to a cost of living allowance conferred by Regulation 3 of Part I of the Wage Adjustment Regulations 1974 (Reprint 1976/198) shall continue as if that Regulation was still in force.

(L.S.)

G. O. Whatnall, President.