

**NEW ZEALAND CEMENT HOLDINGS LIMITED, CAPE FOULWIND,
DRIVERS AND OPERATORS—VARIATION OF INDUSTRIAL
AGREEMENT**

This Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1954, this 26th day of April, 1971 between the Westland Road Transport and Motor Drivers and their Assistants Industrial Union of Workers (hereinafter called "the Union") of the one part, and New Zealand Cement Holdings Limited, Westport Establishment, Cape Foulwind, (hereinafter called the "Employer") of the other part, whereby it is mutually agreed by and between the parties hereof as follows, that is to say:

(1) That the terms, conditions, stipulations and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

(2) 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 the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

The terms of the Industrial Agreement dated the 15th day of December 1969, subject to the following variations.

Clause 3. is hereby replaced by the following:—

WAGES

CLAUSE 3.

(a) The below specified operators and drivers shall be paid weekly wages as stated.

	Hourly Rate cents	Weekly \$
Electric Shovel Operators	138.175	55.27
Diesel Shovel Operators	135.60	54.24
Dragline Operators	134.325	53.73
Bulldozer and Heavy Front End Loader Oper- ators	134.325	53.73
Euclid Drivers	133.00	53.21
Drivers Driving Articulated Vehicles ..	131.675	52.67
Drivers of Motor Vehicles having a combined weight of vehicle and maximum load within the following classifications—		
Over 5½ tons and up to 20 tons	129.175	51.67
Over 20 tons	130.45	52.18
Learner Operator	1 cent per hour less than the rate for machine for period of three months.	
Spare Operator	Provided he has comple- ted his training period on R.R.490 and 440 power shovels shall be paid \$53.73 per week whilst employed in driving duties	

The rates as specified in subsection (a) incorporate the 3 percent cost of living allowance as provided for in the General Wage Order dated 23rd November, 1970.

(b) Drivers employed driving a motor truck which is pulling a trailer of three tons or over gross weight carrying a separate additional load shall be paid the following additional rates while so employed, the weight of the trailer not to be included in fixing the weight of the truck for the purposes of the wage classification.

3 tons and up to 8 tons 60 cents per day or part thereof.

Over 8 tons and up to 13 tons 90 cents per day or part thereof.

Over 13 tons \$1.00 per day or part thereof.

Workers may be employed for a period not exceeding one month on an hourly wage.

(c) Wages shall be paid weekly and in the employer's time, and not later than Thursday. The computation of wages shall be shown on the pay envelope or by a slip inserted therein: provided that the computation is not already available to the worker in his time book.

(d) Service Allowance

(e) Except as hereinafter provided, a service allowance on the following lines shall be paid.

(i) For continuous service with the same employer exceeding 1 year \$1.00 per week.

(ii) For continuous service with the same employer exceeding 2 years a further \$1.00 per week.

(iii) Service accrued at the date of this award coming into force shall qualify for the allowance.

(iv) The allowance shall not count in the calculation of overtime rates.

(v) The allowance shall be paid when the worker is on annual holidays.

(vi) The employer shall be entitled to make a rateable deduction from the allowance for time lost by the worker through sickness, accident or the worker's own default.

(vii) This provision shall not apply to youths, provided that time served by a youth continuously with the same employer shall be counted for the foregoing payments on the youth qualifying for adult rates of wages.

Clause 20 is hereby replaced by the following:—

TERM OF AGREEMENT

CLAUSE 20.

This industrial agreement, in so far as the provisions relating to the rates of wages are concerned, shall be deemed to have come into force on the 4th day of April, 1971, and in so far as all other provisions of the industrial agreement are concerned, it shall be deemed to have come into force on the 4th January, 1970, and shall continue in force until the 13th day of August, 1971.

On behalf of the New Zealand Cement Holdings Limited:

G. Wilson, Manager.

A. F. Laing, Production Superintendent.

On behalf of the Westland Road Transport and Motor Drivers and Their Assistants Industrial Union of Workers:

H. F. Pablecheque, Branch Secretary.

J. F. Walter, Assessor.