

## AUCKLAND READY-MIXED CONCRETE SUPPLIERS' DRIVERS – INDUSTRIAL AGREEMENT

This Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, and its amendments, this 15th day of November 1971, between the Northern (except Gisborne) Motor and Horse Drivers and their Assistants Industrial Union of Workers (hereinafter referred to as "the union") of the one part and the Ready-Mixed Concrete Suppliers Group of the Auckland Provincial Employers' Association (hereinafter referred to as "the employer") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:

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

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

### SCHEDULE

#### INDUSTRY TO WHICH AGREEMENT APPLIES

1. This agreement made under the Industrial Conciliation and Arbitration Act 1954, shall apply to drivers engaged in work governed by the New Zealand General Drivers' Award dated 30 September 1971, and employed by members of the Ready Mixed Concrete Suppliers Groups of the Auckland Provincial Employers' Association (Inc.).

#### WAGES

2. (a) Except as otherwise provided in this agreement, the rates of wages shall be the appropriate rate specified in the New Zealand General Drivers' Award for the class of vehicle driven and service and other special payments and allowances provided in the award are to be paid in addition to the rates specified in this agreement.

(b) In addition to the appropriate award rate specified in clause 2 (a) of this agreement, drivers shall be paid 7.7 cents per hours, incorporated in the hourly rate.

(c) In addition to the Service Allowance specified in the award, drivers shall be paid:

(1) After three months continuous service, 75 cents per week until the completion of twelve months' continuous service.

(2) On completion of twelve months' continuous service, 25 cents per week, to be maintained in addition to the award allowance on completion of two years' continuous service.

(3) On completion of three years' continuous service, the maximum service allowance shall be the award allowance plus 50 cents per week.

(d) The foregoing extra payments are subject to deductions as provided in the award.

#### BRIDGING

3. If a driver is dismissed, but within four calendar months is re-engaged by the same employer, his continuous service with that employer at date of dismissal shall be credited to him on re-engagement.

#### SCOPE OF AGREEMENT

4. This agreement shall operate throughout all that portion of the North Island bounded to the North by the Bethells Road from the sea to the junction of the said road with the No. 16 Main Highway at Waitakere; thence by the No. 16 Main Highway to its junc-

tion with the No. 18 Main Highway at Kumeu; thence by the No. 18 Main Highway to its junction with the No. 1 Main Highway at Pukeatua; thence by the No. 1 Main Highway to the Orewa River; and thence by the Orewa River to the sea; and to the South by the southern boundary of the Manukau City and the southern boundary of the Papakura Borough Council, including all boroughs and town districts therein or contiguous thereto.

### DISPUTES

5. Where a matter is in dispute or a matter arises which is likely to cause a dispute between individual employers and the union or its members, the following shall be the procedure:

- (a) Where the matter concerned does not related to wage rates, penal rates or the like involving payment of money, the matter shall be discussed by the union with the employer concerned and both parties shall attempt to reach agreement.
- (b) Failing settlement the matter shall be referred to the employer's Association and in the event of no agreement being reached the matter shall be referred to a Disputes Committee on which the representation shall not be less than two parties nominated by the Association, and two parties nominated by the union.
- (c) Any matter relating to wage rates, penal rates or the like involving payment of money must be referred to the Disputes Committee as provided for in (b) above.
- (d) Failing agreement on the matter by the Disputes Committee, then the matter shall be dealt with as a dispute under the Disputes Clause of the current award.

### TERM OF AGREEMENT

6. This agreement shall come into force on 30 September 1971, and shall continue in force until 30 September 1972.

Signed for and on behalf of:

The Northern (except Gisborne) Motor and Horse Drivers and their Assistants Industrial Union of Workers: H. S. McCaffley.

Signed for and on behalf of:

Certified Concrete Ltd.  
King Ready Mix Concrete Ltd.  
Ready-Mixed Concrete (Auck.) Ltd.  
W. Stevenson & Son Ltd. Ready Mix  
Takapuna Carrying & Supply Ltd. — Atlas Ready Mixed Concrete  
United Concrete Ltd.

H. J. McGavock, Duly Authorised Agent.