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**Wilson's (N.Z.) Portland Cement Ltd.,  
Auckland Storemen & Packers, & Drivers —  
Collective Agreement (Voluntary)**

Dated 9/2/77

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Note: See clause 15 herein for the date on which rates of wages come into force.

UNDER THE INDUSTRIAL RELATIONS ACT 1973  
REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the Wilsons (N.Z.) Portland Cement Ltd., Auckland Storemen & Packers, & Drivers Dispute of Interest between Wilsons (N.Z.) Portland Cement Limited and the Northern Industrial District Storemen & Packers & Warehouse, Employees' (other than in Retail Shops) Industrial Union of Workers; and the Northern (except Gisborne) Road Transport & Motor and Horse Drivers & 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 66 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 9th day of February 1977.

(L.S.)

G. O. Whatnall, President.

Form 5

Under the Industrial Relations Act 1973

SUBMISSIONS OF VOLUNTARY SETTLEMENT FOR  
REGISTRATION

In the matter of the Industrial Relations Act 1973, and in the matter of Wilsons (N.Z.) Portland Cement Limited Auckland Storemen and Packers' and Drivers' dispute of interest between the Auckland United Storemen and Packers and Warehousemen Industrial Union and the Northern (except Gisborne) Drivers Union and Wilsons (N.Z.) Portland Cement Limited.

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 Auckland this 6th day of December 1976.

For Wilsons (N.Z.) Portland Cement Limited:

G. W. M. Strachan.

For Auckland United Storemen, Packers and Warehousemen Industrial Union:

J. Van Dyk.

For Northern (except Gisborne) Drivers Union:

K. L. Fabris.

WILSONS (N.Z.) PORTLAND CEMENT LIMITED  
AUCKLAND STOREMEN & PACKERS' AND DRIVERS'  
VOLUNTARY COLLECTIVE AGREEMENT

This Agreement made this 6th day of December 1976, between the Auckland United Storemen and Packers' and Warehousemen's Industrial Union and the Northern (except Gisborne) Road Transport and Motor and Horse Drivers and Their Assistants Industrial Union of Workers of the one part and Wilsons (N.Z.) Portland Cement Limited (hereinafter referred to as "the employer") of the other part, wherein it is mutually agreed by and between the parties, as set out below:

That the terms and conditions, stipulations and provisions, contained and set out in the schedule hereto, shall be binding on the said parties, and that they shall be deemed to be, and are hereby declared to form, part of this agreement in accordance with their tenor and in lieu of any similar provisions which may be applicable to these workers under the Northern Industrial Districts Stores and Warehouse Employees Award or the New Zealand General Drivers' Collective Agreement.

SCHEDULE

1. In lieu of the Wages and Service provisions of Northern Industrial District Stores and Warehouse Employees Award and of New Zealand General Drivers' Award or any ruling rate agreement which may otherwise be applicable to drivers or storemen employed by company during the term of this agreement, the hourly rates of wages shall be as follows:—

(a) Storemen Packers

(i) Loading and bagging machine operators	\$2.132
(ii) Weigh hopper operators	\$2.193
(iii) Leading hand storemen	\$2.193

(b) For drivers of heavy motor vehicles having a combined weight of vehicles and maximum load within the following classifications —

over 10 tons and up to 14 tons	\$2.252
over 14 tons and up to 20 tons	\$2.295
over 20 tons and up to 28 tons	\$2.342
over 28 tons and up to 34 tons	\$2.379
over 34 tons	\$2.41

(c) Service Allowance

The hourly wage rates provided for in subclauses (a) and (b) of this clause shall be increased in recognition of continuous service with the employer on the following scale:

After 12 months' continuous service with the employer — 6.8c per hour or after 5 years' continuous service with the employer — 9.4c per hour or after 10 years' continuous service with the employer — 12.5c per hour

Provided that service allowance payment included in wage calculations for any one week shall be no less beneficial to the worker than the appropriate award service allowance to which he may have been entitled.

(d) Allowances

Trailer allowance, articulated vehicle allowance, meal monies shall be paid in strict accordance with the respective district award or collective agreement provisions applicable to the workers concerned.

- (e) The leading hand storeman at Auckland Depot shall be paid an in-charge allowance of \$9.50 per week in lieu of any in-charge provisions of the Northern Industrial District Stores and Warehouse Employees Award.

#### DUST ALLOWANCE

2. Storemen packers only, shall be paid a dust rate of 11.5c per hour additional for hours worked and shall not be eligible to claim any other dirt rate payments under the Northern Industrial District Stores and Warehouse Employees' Award.

#### SAFETY FOOTWEAR

3. (a) One pair of safety boots shall be provided per year to each employee covered by this agreement after 4 weeks' service with the employer, provided that a replacement issue will be made on reasonable proof of the safety boots, by reason of fair usage, being no longer serviceable. Further provided that in no case shall more than two pairs in any one year be provided to any one employee. Also provided that drivers only shall have the option of having safety shoes in lieu of boots. In all cases, the footwear supplied must be worn during all hours of work, and such footwear remains the property of the employer.

(b) In addition to the foregoing issue, a clothing allowance of 55c per day shall be paid to each member for each day worked.

#### SPECIAL PAYMENTS

4. (a) Storemen Packers required to clean up or dig out major cement spillage on the 3rd and 4th floors of Auckland Depot, or in elevator or vertical screw pits, or under silos shall be paid 50c per hour additional dirt rate for a minimum period of 4 hours.

(b) Workers required to work inside cement bowls or bulk vehicles shall be paid \$1.61 per vehicle in addition to their normal rates of pay for the day on which they are required to do such work.

(c) Storemen and drivers loading bulk cement vehicles by using the horizontal screw conveyor at Auckland Depot shall be paid \$1.08 per complete combined vehicle rig for each such loading as a special dust allowance.

(d) Drivers loading bulk cement vehicles from bulk rail wagons shall be paid \$1.08 per complete combined vehicle rig for each such loading as a special dust allowance.

(e) Storemen required to handle 50 kilo bagged cement shall be paid 5 cents per hour extra while so employed.

5. Workers required to start work at 6.30 a.m. or earlier shall be paid a travel allowance of \$3.50 for each day such early start is required.

6. Drivers based at the Auckland Depot who are required to deliver to or from the Portland Works or one of the employers' bulk depots other than Auckland shall be paid an "out-of-pocket" allowance of \$3.50 per day to cover cost of meals and smoko snacks.

7. Storemen required to unload bagged cement from rail wagons at South-down shall be paid 1 hour ordinary time pay additional per day for such work provided that should such work extend beyond 4½ hours, the additional payment shall be increased to 2 hours ordinary time pay per day. Storemen engaged on this work who may be required to take their meal break at South-down shall be paid a meal allowance at the award rate.

### ANNUAL HOLIDAYS

8. (a) Each worker shall, at the end of each year of his employment become entitled to annual holiday of 3 weeks paid as required by the Annual Holidays Amendment Act 1974.

(b) After 3 years continuous service with the employer, the annual holidays provided for in subclause (a) of this clause shall be increased to 4 weeks.

### SICK LEAVE

9. (a) (i) After 12 months' continuous service with the employer a worker shall be entitled to payment for absence from work due to personal sickness for a total period of 7 days.

(ii) For each subsequent year of service, the worker shall be entitled to a further 7 days sick leave; provided that unused sick leave entitlement may be carried forward to provide a total accumulated sick leave entitlement not exceeding 40 days.

(b) Sick pay shall not be paid in respect of any statutory or award holiday for which the worker is entitled to full pay.

(c) Claims for sick pay shall be supported by a medical certificate or other satisfactory proof of illness if required by the employer.

(d) The worker shall ensure that notice is given to the employer on the first day of absence due to illness. The employer shall also have the right to require the worker to produce additionally, a medical certificate at the employers' expense from a doctor nominated by the employer.

### BEREAVEMENT LEAVE

10. In the event of a death occurring in the immediate family of a worker (i.e. wife, child, mother or father, mother or father-in-law, brother or sister), the worker shall, subject to satisfactory proof being produced by the employer, be entitled to receive 3 days paid bereavement leave; the rate of pay being 8 hours per day at ordinary time rates.

### SATURDAY OVERTIME

11. Where practical, orders for Saturday overtime shall be given by 3.00 p.m. the preceding Friday and the respective award provisions in respect of minimum payments shall apply.

In the case of Saturday overtime being required and orders not given prior to 3 p.m. Friday, such overtime shall be worked as required by the employer with a minimum period of 8 hours paid at the appropriate Saturday overtime rates.

12. The employer shall at all times have the right to regulate the operations of the depot outside of the normal 40 hour week to suit the demands on the industry for supply, provided that at no time shall the availability of 40 hours ordinary paid employment per week be reduced.

13. This Agreement shall be confined in its application to the employees of the Auckland Bulk Cement Depot of the employer situated at Corner Hamer and Jellicoe Streets.

14. The parties to this agreement have further agreed that no "pass on" of award wage rate movements, arising out of any renewal of the New Zealand General Drivers' Award or the Northern Industrial Districts Stores and Warehouse Employees' Award, shall be made during the currency of this agreement.

## TERM OF AGREEMENT

15. This agreement shall be effective from 1st January 1977 and shall continue in force for a period of 12 months from that date.

Note: The Cost of Living Allowance effective from 25 June 1976 as provided for in Section 3 of the Wage Adjustment Regulations 1974 (Reprint) shall apply additional to the terms of this agreement until such time that it is superseded or cancelled by further amendments to the Wage Adjustment Regulations.

Signed for Wilsons (N.Z.) Portland Cement Limited: G. W. M. Strachan.

Signed for the Auckland United Storemen and Packers and Warehousemen Industrial Union: J. Van Dyk.

Signed for Northern (except Gisborne) Drivers Union: K. L. Fabris.

## MEMORANDUM

This Collective Agreement has been registered in terms of Regulation 5 of Part 1 of the Wage Adjustment Regulations 1974 (Reprint 1976/198).

The cost-of-living allowance applicable on and after 25 June 1976 shall have effect according to the tenor of Regulation 3 of the Wage Adjustment Regulations 1974 (Reprint 1976/198).

(L.S.)

G. O. Whatnall, President.