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**Bay of Plenty Ready-Mix Drivers
—Collective Agreement (Voluntary)**

Dated 28/10/77

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 Bay of Plenty Ready-Mix Drivers Dispute of Interest between Firth Concrete Limited, Winstone Limited, Roberts Concrete Limited Bay of Plenty Area and Tokoroa and the Northern (except Gisborne) Road Transport and Motor and Horse 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 28th day of October 1977.

(L.S.)

G. O. Whatnall, President.

Form 5

Section 65 (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 Bay of Plenty Ready-Mix Drivers' Agreement between Firth Concrete Limited, Winstone Limited, Roberts Concrete Limited Bay of Plenty Area and Tokoroa and Northern (except Gisborne) Road Transport and Motor and Horse Drivers' and their Assistants' Industrial Union of Workers.

To the Registrar, 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 17th day of August 1977.

Signed for and on behalf of Firth Concrete Limited, Winstone Limited, Roberts Concrete Limited Bay of Plenty Area and Tokoroa:

K. Davey.

Signed for and on behalf of Northern (except Gisborne) Road Transport and Motor and Horse Drivers and their Assistants' Industrial Union of Workers:

K. L. Fabris.

**BAY OF PLENTY READY MIX CONCRETE DRIVERS
INDUSTRIAL AGREEMENT**

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This agreement made under the Industrial Relations Act 1973 shall apply to all drivers engaged in work governed by the N.Z. General Drivers' Award dated October 11, 1976, and employed as drivers by the signatory employer parties in the area to which the agreement applies.

WAGES

2. (a) Except as otherwise provided in this Agreement, the rate of wages shall be the appropriate rate specified in the New Zealand General Drivers' Award for the class of vehicle driver 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 rates of wages specified in subclause 2 (a) above, each driver shall receive \$6.60 per week provided that that amount shall not be paid to any worker who does not work forty ordinary hours in the respective week, except where the worker qualifies for payment under the sick pay, bereavement leave, or stop-work meeting clauses of the relevant award or except where unusual circumstances necessitate the worker's absence and justify waiving the requirements of this provision in the first week of absence; provided further that "unusual circumstances" in the context of this subclause shall be taken to include:

(i) A meeting of workers on a job when the following conditions are fulfilled:

1. before calling any meeting the job delegate shall make every reasonable attempt to solve the problem(s) necessitating the meeting by full discussions with management:

2. When the time of the meeting, its purpose and if possible its proposed duration have been decided, the delegate shall tell management and shall also contact the union office and tell the secretary or an organiser:

3. the secretary or union organiser shall then contact the employer and confirm with the employer or vary with the employer the arrangements for the meeting.

(ii) The absence due to sickness of a worker who has no sick pay entitlement provided the worker meets the following conditions:

1. he notifies the employer before the time he would have started work, on the first day of absence;

2. his work attendance record prior to the absence is in keeping with his contractual obligations.

(c) (i) The agreed payment is a weekly payment and does not affect overtime rates.

INDUSTRY ALLOWANCE

3. (a) In recognition of conditions peculiar to the ready mixed concrete industry and for the relatively unpredictable starting and finishing hours of the industry each worker shall receive a daily allowance of \$1.00 to a maximum payment of \$5.00 in any week. This payment is to be made only to those drivers driving vehicles specifically designed for the carriage of wet ready mixed concrete and pump trucks.

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

(c) 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.

(d) The parties agree that if in the New Zealand General Drivers' Award which succeeds that dated 11th October 1976, there is provision for a driver of an agitator truck, the difference in payment compared to those for existing weight classifications

which results from the insertion of that classification in the wage scales in Clauses 7 and 13 in the 11th October 1977 Award, may be offset against the Industry Allowance.

CLEANING BOWLS

4. (a) Drivers required to clean inside mixing bowls will be paid an extra 90 cents for each hour while so employed.

(b) Ear muffs and eye goggles shall be provided for drivers cleaning inside mixing bowls.

CONCRETE DELIVERIES

5. When it is not possible for drivers to deliver concrete from their employer's premises, they will on all occasions, deliver from designated plants.

MEAL MONEY

6. The provisions of subclause 19 (a) (Meal Money) of the New Zealand General Drivers' Award dated 11th October 1976 shall be varied to the extent that the employer shall provide a meal or allow meal money at the rate of \$1.50 per meal when workers are required to work overtime after 6 p.m. Monday to Friday inclusive, or when workers work more than eleven hours on any day Monday to Friday inclusive, whichever occurs first.

BRIDGING

7. 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.

NOTIFICATION OF REQUIREMENT TO WORK ON WEEKEND

8. Whenever possible, notification of the requirement to work overtime on the weekend shall be given to the driver(s) concerned by noon of the immediately preceding Friday.

AWARD RESTRUCTURING

9. The parties to this Agreement undertake during any subsequent negotiation of a successor agreement to take into account the effects of the restructuring of the New Zealand General Drivers' Award.

SCOPE OF AGREEMENT

10. All of the Bay of Plenty area and those employed by the signatory parties in Tokoroa.

DISPUTES

11. 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 relate 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

12. Subject to approval by the Industrial Commission, this Agreement shall come into force from 23 September 1977 and shall continue in force for twelve months from the date of registration.

Signed for and on behalf of the Northern (except Gisborne) Motor and Horse Drivers' and their Assistants Industrial Union of Workers:

K.L. Fabris, Duly Authorised Agent.

Signed for and on behalf of Winstone, (Waikato-Bay of Plenty) Limited:

K. Davey, Duly Authorised Agent.

Signed for and on behalf of Firth Industries Limited:

G.R. Slouckamp, Duly Authorised Agent.

Signed for and on behalf of Roberts Concrete Limited:

T. S. McQuilk, Duly Authorised Agent.

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. However, clause 12, Term of Agreement, has been made specific by inserting the actual date on which the document was lodged with the Commission, viz 23 September 1977. The clause formerly read as follows:

“Subject to approval by the Industrial Commission, this Agreement shall come into force from the date of its lodgement with the Commission and shall continue in force for twelve months from the date of registration.”

(L.S.)

G. O. Whatnall, President.