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**Auckland Ready-mixed Concrete
Association (Inc.) Drivers — Collective
Agreement (Voluntary)**

Dated 28/10/77

NOTE: See clause 16 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 Auckland Ready-mixed Concrete Association (Inc). Drivers Dispute of Interest between the Auckland Ready Mixed Concrete Association (Inc) 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 thereto 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.

Secs. 65 and 66

Form 5

Reg. 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 Auckland Ready Mixed Concrete Drivers Industrial Agreement between Auckland Ready Mixed Concrete Association (Inc) and Northern Drivers Union.

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 a Collective Agreement.

Dated at Auckland this 20th day of July 1977.

J. L. King, On behalf of Auckland Ready Mixed Concrete Association.

K. L. Fabris, On behalf of the Union.

AUCKLAND READY-MIXED CONCRETE ASSOCIATION (INC) DRIVERS INDUSTRIAL AGREEMENT

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This Agreement made under the Industrial Relations Act 1973 shall apply to drivers engaged in work governed by the New Zealand General Drivers' Award dated 11 October 1976 and employed by members of the Auckland Ready Mixed Concrete Association (Inc), in the delivery of ready mixed concrete, in the area to which this 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 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 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 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) In addition to the provisions provided for in clause 5 of the New Zealand General Drivers' Award all time worked outside or in excess of the daily hours prescribed shall attract a payment of 16.5 cents per hour, multiplied by the factors of 1½ or 2 whenever time and a half or double time respectively apply.

(ii) No driver shall have his present wage entitlement reduced by the making of this Agreement. Above award payments presently being made may be set-off against the payments prescribed by this Agreement.

(iii) The Auckland Ready Mixed Concrete Association (Inc) Drivers' Industrial Agreement dated 14 March 1973, as subsequently amended by cost of living or wage orders, shall cease to apply on the coming into force of this Agreement.

SERVICE ALLOWANCE

3. (a) In lieu of the payments prescribed in clause 25 (a) of the New Zealand General Drivers' Award dated 11 October 1976 the following payments shall apply:

(i) For continuous service with the same employer exceeding one year, \$1.80 per week;

(ii) For continuous service with the same employer exceeding two years, \$3.50 per week;

(iii) For continuous service with the same employer exceeding three years, \$4.00 per week.

(iv) The payments specified in subclauses (a) (ii) and (a) (iii) above replace those in (a) (i), and (a) (ii) and (a) (iii), respectively.

(b) Drivers whose service at the coming into force of this Agreement exceeds three months but not one year shall continue to be paid the three month service allowance previously provided for.

As a driver reaches one year's service the three month payment shall cease.

(c) Subclause (b) to (e) inclusive of clause 25 - Service Allowance of the New Zealand General Drivers' Award dated 11 October 1976 shall apply in addition to subclauses (a) and (b) above.

INDUSTRY ALLOWANCE

4. (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 weekly allowance of \$5.00.

(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.

CLEANING BOWLS

5. (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.

MEAL MONEY

6. The provisions of subclause 19 (a) (Meal Money) of the New Zealand General Drivers' Award dated 11 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.

UNION FEES

8. The employer, by arrangement with the Union, shall deduct union fees weekly from wages and such fees shall be paid to the Union office quarterly.

NOTIFICATION OF REQUIREMENT TO WORK ON WEEKEND

9. 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.

DELEGATES MEETINGS

10. Delegates shall be permitted to attend meetings as follows:

- (a) Where the meetings concern only the ready mixed concrete industry, one delegate from each plant may attend two per year.
- (b) Where the meetings are not specifically concerned with the ready mixed concrete industry, but may be general meetings of union delegates or seminars, one delegate from each company party to this Agreement may attend two per year in addition to the two specified in subclause (a) above.
- (c) Delegates attending meetings under subclauses (a) and (b) above, shall be paid to a maximum of four hours at ordinary pay on each occasion, provided that:

- (i) the union shall give at least two weeks' notice in writing to the Association of its intention to hold each meeting;
- (ii) proof of attendance is provided to the employer by the delegate.
- (d) Where the delegate requires a stop-work meeting to be held following his return to work, the following procedure will apply.
 - (i) Notification will be given to the Association so that a mutually suitable time can be arranged.
 - (ii) Such stop-work meeting is to include all Ready Mix Drivers employed by all members of the Association.

WET WEATHER CLOTHING AND SAFETY FOOTWEAR

11. The following provision concerning clothing shall apply:

- (a) All employers covered by this Agreement shall supply wet weather capes or coats, trousers and safety footwear.
- (b) Other Clothing – Employers will supply only to personnel engaged in the delivery of concrete two pairs of shorts or long trousers and two shirts after three months' service with the same employer, with the right to insist on the wear and care of the articles.

Replacement of worn out clothing will be made on return of unserviceable articles.

All clothing, wet weather or otherwise will remain the property of the employer and will be returned or paid for on a mutually satisfactory basis on termination of the employee's services.

(c) Wet weather and other clothing provided shall be on loan and will be returned to the employer by the driver on being supplied with a replacement or on termination of his employment, or at such times as the employer may require. The employer may make a rateable deduction from the wages of any driver, who having received an issue of wet weather clothing, does not account for it as required. The rate of deduction shall be the cost of the item not accounted for, after due allowance has been made for reasonable fair wear and tear.

(d) It shall be a condition of employment that the safety footwear provided shall be worn at all times during working hours.

(e) Safety footwear provided shall be replaced by the employer when it is worn out or unserviceable (but not more often than at yearly intervals, except in exceptional circumstances). Notwithstanding the foregoing, the employer shall be entitled to deduct from wages owing 90 per cent of the value of the safety footwear if a driver leaves within one month of starting, or date of issue of boots, 80 per cent of the value of the safety footwear if a driver leaves within two months of starting or date of issue, 70 per cent of the value of the safety footwear if a driver leaves within three months of starting or date of issue and 50 per cent of the value of the safety footwear if a driver leaves within six months of starting, or date of issue.

(f) Hand towels shall be supplied at all depots.

(g) Laundry allowance of 50 cents per week shall be paid to drivers where the employer is not responsible for the cleaning of issued clothing, provided that issued clothing is always worn during working hours to a standard acceptable to the employer.

CONCRETE DELIVERIES

12. When it is not possible for drivers to deliver concrete from their Employer's premises they will on all occasions deliver from designated member plants.

SCOPE OF AGREEMENT

13. 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 junction 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

14. 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 subclause (b) above.
- (d) Failing agreement on the matter by the Disputes Committee then the matter will be placed before a committee composed of the Disputes Committee and the Delegates from all member companies.
- (e) Failing agreement by the Committee as in subclause (d) above then the matter shall be dealt with as a dispute under the Dispute clause of the current award.

AWARD RESTRUCTURING

15. 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.

TERM OF AGREEMENT

16. Subject to approval by the Industrial Commission, this Agreement shall come in force from 22 July 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: E. Delaney, President.

Signed for and on behalf of the Auckland Ready Mixed Concrete Association (Inc): J. L. King, President.

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 16, Term of Agreement, has been clarified by inserting the actual date on which the document was lodged with the Commission, viz 22 July 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.