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**New Zealand Cement Holdings Limited
Auckland Storemen and Packers and
Drivers – Composite Agreement**

Dated 13/7/77

Note: See clause 15 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 New Zealand Cement Holdings Limited Auckland Storemen and Packers and Drivers' Dispute of Interest; between the Northern Industrial District United Storemen and Packers and Warehouse Employees (other than in Retail Shops) Industrial Union of Workers, and the Northern (except Gisborne) Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers; and New Zealand Cement Holdings Limited.

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 13th day of July 1977.

(L.S.)

G.O. Whatnall, President.

**AUCKLAND STOREMEN AND PACKERS' AND DRIVERS'—
VOLUNTARY COLLECTIVE AGREEMENT**

This agreement made this 22nd day of April 1977 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 New Zealand Cement Holdings Limited (herein 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 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

WAGE RATES

1. In lieu of the Wages & 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 the company during the term of this agreement, the hourly rates of wages shall be as follows:

(a) Storemen and Packers—

	1 January to 13 March	14 March Including 6 Percent COL Order
	\$	\$
1. Loading and bagging machine operators	2.132	2.26
2. Storemen while employed as fork hoist driver	2.41	2.555

(b) Drivers—

For drivers of heavy motor vehicles having a combined weight of vehicles and maximum load within the following classifications:

	1 January to 13 March	14 March Including 6 Percent COL Order
	\$	\$
Over 10 tons and up to 14 tons	2.252	2.387
Over 14 tons and up to 20 tons	2.295	2.432
Over 20 tons and up to 28 tons	2.342	2.482
Over 28 tons and up to 34 tons	2.379	2.521
Over 34 tons.	2.41	2.555

SERVICE ALLOWANCE

2. The hourly wage rates provided for in subclauses (a) and (b) of clause (1) shall be increased in recognition of continuous service with the employer on the following scale:

After 12 months' continuous service with the employer:	
1 Jan.—13 March 1977	14 March 1977 including COL Order of 6%
6.8c per hour	7.2c per hour
After 5 years continuous service with the employer:	
9.4c per hour	10.0c per hour
After 10 years continuous service with the employer:	
12.5c per hour	13.3c per hour

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

GENERAL ALLOWANCES

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

DUST ALLOWANCE

4. Storemen & Packers only shall be paid—

1 Jan—13 March 1977	14 March - Includes COL Order of 6%
15 c per hour	16c per hour

for hours worked and shall not be eligible to claim any other dirt rate payments under the Northern Industrial Districts Stores & Warehouse Employees' Award.

SAFETY FOOTWEAR

5. 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.

SPECIAL PAYMENTS

6. (a) Workers required to work inside cement bowls or bulk vehicles shall be paid \$2.55 per vehicle in addition to their normal rates of pay for the day on which they are required to do such work.

(b) Drivers based at the Onehunga Depot who are required to deliver to Huntly during the prescribed lunch break of 12 mid-day to 12.30 pm shall be paid an "out of Pocket" allowance of \$3.50 per day to cover the cost of lunch.

HOLIDAYS

7. The following shall be the recognised holidays: New Year's Day, 2 January, New Zealand Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, Anniversary Day (in cities and towns, if generally observed) and picnic day on a day to be mutually arranged between the local union and the employer.

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 Act 1974.

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

SICK LEAVE

9. (a) (1) After 12 month's continuous service with the employer a worker shall be entitled to payment for absence from work due to personal sickness for a period of 7 days.

(2) 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 employer's expense from a doctor nominated by the employer.

BEREAVEMENT LEAVE

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

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

12. The agreement shall be confined in its application to the employees of the Onehunga Bulk Cement Depot of the employer situated at Onehunga Wharf.

13. The parties to this agreement have further agreed that "no pass on" of award wage rate movements, rising out of any renewal of the New Zealand General Drivers Award or the Northern Industrial District Stores & Warehouse employees Award, shall be made during the currency of this agreement.

SAVINGS

14. Nothing in this agreement shall operate so as to reduce the wages and conditions of employment applying to any worker at the date of this agreement coming into force.

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 1—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 it is superseded or cancelled by further amendments to the Wage Adjustment Regulations.

NOTE 2—Separate columns in this agreement show the 6% cost of living order of 14 March 1977 applied.

Signed for New Zealand Cement Holdings Ltd:

D.R. Williamson.

Signed for Auckland United Storemen & Warehousemen and Packers Industrial Union:

J. Van Dyke.

Signed for Northern (Except Gisborne) Drivers Union:

J.S. Willis.

MEMORANDUM

Associated with the terms of settlement submitted for registration was an application pursuant to Regulation 7 of the Wage Adjustment Regulations 1974 (Reprint 1976/198). This application has been sustained.

(L.S.)

G.O. Whatnall, President.