

Please post in a Conspicuous Place accessible to Workers

**Wellington Ready-mix Concrete
Industry Drivers — Collective
Agreement (Voluntary)**

Dated 22/11/79

NOTE: See Clause 17 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 Wellington Ready-mix Concrete Industry Drivers Dispute of Interest between the Wellington Road Transport and Related Industries Motor and Horse Drivers and their Assistants' Industrial Union of Workers and Certified Concrete Limited and Gorrie Ready-mix Concrete Limited.

The Arbitration Court, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Court 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 form of submission or notification attached 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 Arbitration Court has hereto been affixed and a Judge of the Court has hereunto set his hand, this 22nd day of November 1979.

(L.S.)

J. R. P. Horn, Judge.

Sections 65 and 66

Form 5

Regulation 9 (iv)

SUBMISSION OF VOLUNTARY SETTLEMENT FOR
REGISTRATION

Under The Industrial Relations Act 1973

In the matter of the Industrial Relations Act 1973, and in the matter of the Wellington Ready Mix Concrete Industry Drivers Dispute of Interest Between the Wellington Road Transport and Related Industries Motor and Horse Drivers' and Their Assistants' Industrial Union of Workers and Certified Concrete Limited, Gorrie Ready Mix Concrete Limited.

To: The Registrar of the Arbitration Court.

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 Arbitration Court as a Collective Agreement.

Dated at Wellington this 26th day of October 1979.

For and on behalf of Certified Concrete Limited, Gorrie Ready-mix Concrete Limited:

D. J. Patten, Authorised Agent.

For and on behalf of The Wellington Road Transport and Related Industries Motor and Horse Drivers and Their Assistants' Industrial Union of Workers:

J. Smith, Secretary.

WELLINGTON READY-MIX CONCRETE INDUSTRY DRIVERS
MEMORANDUM OF AGREEMENT

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This agreement made under Section 65 of the Industrial Relations Act 1973 Voluntary Settlements, shall apply to drivers of Ready Mix Concrete vehicles governed by the New Zealand General Drivers Award dated 5 October 1979, and employed by the following companies:

Certified Concrete Limited, Wellington. Gorrie Ready Mix Concrete Limited, Lower Hutt.

WAGES

2. In lieu of the rates of wages specified in the New Zealand General Drivers Award, the following shall be the hourly rates of pay:-

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

Over 10 tons and up to 14 tons	3.666
Over 14 tons and up to 20 tons	3.725
Over 20 tons and up to 28 tons	3.826
Over 28 tons and up to 34 tons	3.828
Over 34 tons	3.927
For drivers operating loaders	3.812

SERVICE ALLOWANCES

3. (a) In addition to the service allowances payable to drivers pursuant to Clause 26 of the New Zealand General Drivers Award the following bonuses shall be paid to drivers covered by this agreement:

(i) After 12 months continuous service with the same employer a bonus of \$1.84 per week.

(ii) After 2 years continuous service with the same employer a bonus of \$2.60 per week.

(iii) After 5 years continuous service with the same employer a bonus of \$4.87 per week.

(b) The bonuses specified in sub-clause (a) hereof will not be incorporated into the hourly rates for computing overtime.

(c) The employer shall be entitled to make a rateable deduction from the bonuses for time lost by the worker through sickness, accident, or the worker's own default.

CLOTHING

4. (a) The employer shall have the right to require his drivers, after they have completed one month's service, to wear clothing provided by the employer as follows:

One jean jacket;

One pair of short trousers;

One pair of long trousers.

(b) After completion of one month's service, a driver shall be entitled to have provided for his personal use, one set of wet weather clothing and a pair of boots or shoes of approved safety design. The employer shall have the right to require his drivers to wear the safety footwear which is provided.

(c) In the event of a driver leaving the service of the employer within 24 weeks from the date of issue of clothing and footwear, the employer may claim a refund of costs amounting to \$1.28 for each week of the unexpired period.

(d) Employers shall be responsible for repair and replacement of the above clothing and footwear as and when necessary, on production of the wornout or damaged article.

FLEXIBILITY IN START AND FINISH TIMES AND CONTRIBUTING ALLOWANCE TOWARDS COSTS INCURRED IN TRAVELLING TO AND FROM WORK OUTSIDE NORMAL WORKING HOURS

5. (a) Flexibility of start and finish times on week days and on Saturdays as required that have traditionally prevailed in the industry will need to continue. For flexible start times, the employer would make first call on those drivers who had expressed preference for working as much overtime as might be available, others being called upon when required to make up the necessary numbers. All daily deliveries for the concrete programmed would be completed at the end of the day, again with preference being given to drivers seeking overtime.

(b) In return for this flexibility and as a contribution towards fares and other transport costs incurred by drivers outside normal working hours, the employer shall pay to drivers \$1.75 per day, including Saturdays when worked.

PENALTY LUNCHTIME PAYMENTS

6. Should a driver not have been able to take a meal break (after five hours and 5 minutes since the commencement of work or from the completion of the previous meal break), the driver will advise the office on completion of the discharge of his load and the employer shall pay for the half hour meal break at double time rates.

HOURS OF WORK

7. These to be as specified in the New Zealand General Drivers Award. Employers shall advise the union in writing of normal starting times for each plant, bearing in mind that seasonal variations may be made.

COLLECTION OF UNION FEES

8. The employer will deduct union fees in the manner as mutually agreed upon.

DELEGATES' MEETINGS

9. The drivers at each depot of the companies covered by this agreement shall elect a delegate. Such delegate shall be entitled to attend meetings or conferences of the union up to two days per year on pay. Such payment shall be made on the basis of a normal day's wages.

CONCRETE DELIVERIES

10. Where it is not possible for drivers to deliver concrete from their employers' premises they will on all occasions deliver from designated member plants.

SCOPE OF AGREEMENT

11. This agreement shall operate through the Wellington, Hutt Valley, Porirua areas and extending north to the Waikera River and east to the Rimutaka and Orongo Orongo Ranges — taking in the whole of the Wainuiomata area.

CLEANING INSIDE BOWLS

12. While it is the duty of drivers to clean out their bowls during the course of a day's work, it is recognised, that there may be circumstances beyond the drivers control when concrete hardens in the bowl and cannot be cleaned out by washing or that drivers may be required to clean inside the bowl of a truck other than their own when the regular driver of that truck is unable to do the work himself. Drivers required to clean inside the bowl in these circumstances will be paid an extra \$1.23 per hour for each hour so employed.

PROTECTION OF WAGES

13. No driver employed by any of the employers who are parties to this agreement, shall have his total current remuneration for a 40 hour week reduced as a result of the implementation of this agreement.

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 and 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 a disputes committee made up from parties nominated by the employers concerned in this agreement and parties nominated by the union. The employer who is in dispute with the union shall not be a member of such a dispute committee.
- (c) Any matter relating to wage rates, penal rates or the like involving payment of money must be referred to a disputes committee made up from parties nominated by the employers concerned in this agreement and parties nominated by the union.
- (d) Failing agreement under (b) or (c) above by the disputes committee then the matter will be placed before a committee composed of representatives from all the employers, parties nominated by the union and a job delegate from each of the member companies.
- (e) Failing agreement by the committee as in (d) above, then the matter shall be dealt with as a dispute under the Disputes Clause of the current New Zealand General Drivers Collective Agreement.
- (f) It is to be understood that when a dispute is in progress and negotiations are taking place as per this Clause, and so that no driver need suffer loss of pay or an employer suffer loss of production, the work of the employer shall not on any account be impeded but shall at all times proceed as if no dispute has arisen, it is hereby provided that:
 - (i) No driver employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially because of the dispute.

(ii) While the provisions of this Clause are being observed no such employer shall, by reason of the dispute dismiss any worker directly involved in the dispute.

NEW ZEALAND GENERAL DRIVERS COLLECTIVE AGREEMENT

15. In all other respects, including the provisions for Personal Grievances, the terms of the New Zealand General Drivers Collective Agreement shall apply.

EXCLUSION OF COST OF LIVING ALLOWANCE — EXCLUSION OF THE GENERAL WAGE ORDER 1978 — EXCLUSION OF REMUNERATION (GENERAL INCREASE 1979)

16. The rates of remuneration prescribed in this agreement are not to be increased —

- (a) by the Cost of Living Allowance conferred by Regulation 8(3) of the Wage Adjustment Regulations 1974 Amendment 13 (S.R. 1977/204);
- (b) by the application of the provisions of the order of the Arbitration Court made under the General Wage Orders Act 1977 dated the 3rd day of July 1978;
- (c) by the application of the provisions of the General Wage Increase provided by the Remuneration (General Increase) Regulations 1979.

TERM OF AGREEMENT

17. This agreement shall come into force as from the 11th day of September 1979 and in respect of wage rates and all other monetary payments, shall continue in force for the currency of the New Zealand General Drivers Award which is to expire on the 10th day of September 1980.

Signed for and on behalf of the Wellington Motor and Horse Drivers and their Assistants' Industrial Union of Workers:

J. Smith.

Certified Concrete Limited and Gorrie Ready-mix Concrete Limited:

D. J. Patten, Authorised Agent.

MEMORANDUM

This collective agreement incorporates the terms of voluntary settlement arrived at by the parties and forwarded to the Court for registration pursuant to section 65 of the Industrial Relations Act 1973.

The Court has approved the Disputes clause agreed to by the parties as satisfying the requirements of section 115 of the Industrial Relations Act 1973.

Having regard to prevailing circumstances the Court has, pursuant to section 92 (2) of the Industrial Relations Act 1973, consented to the specified period for which this collective agreement is to continue in force being less than one year from the date of making.

(L.S.)

J. R. P. Horn, Judge.