Please post in a Conspicuous Place accessible to Workers

Mount Storage Company Limited Storemen and Packers — Collective Agreement — (Voluntary)

Dated 22/6/79

NOTE: See clause 8 herein for the date on which rates of wages come into force

Published and issued by the Arbitration Court of New Zealand

7696

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 Mount Storage Company Limited Storemen and Packers 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 Mount Storage Company 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 June 1979. (L.S.)

N. P. Williamson, Judge.

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 Mount Storage Company Limited Storemen and Packers dispute of interest between Northern Industrial District Storemen and Packers and Warehouse Employees (other than in retail shops) Industrial Union of Workers and Mount Storage Company Limited.

To the Registrar of the Arbitration Court of N.Z.:

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 Arbitration Court as a Collective Agreement.

Dated at Tauranga this 23rd day of May 1979. For and on behalf of Northern Industrial District Storemen and Packers and Warehouse Employees (other than in retail shops) Industrial Union of Workers:

R. A. Ricketts.

For and on behalf of Mount Storage Company Limited:

J. A. Burn.

7697

AGREEMENT BETWEN MOUNT STORAGE COMPANY LIMITED AND NORTHERN INDUSTRIAL DISTRICT STOREMEN AND PACKERS AND WAREHOUSE EMPLOYEES (OTHER THAN IN **RETAIL SHOPS) INDUSTRIAL UNION OF WORKERS**

INTENT

1. (a) This Agreement is in recognition that the interests of the Workers. Union and Mount Storage Company Ltd., will be more effectively served by this Agreement designed for the specific need of the Bulk Warehouses, Storemen and Employer.

(b) The rates of pay in this Agreement are, in part, recognition that:

(i) The Storemen are responsible for minor maintenance of machinery;
(ii) The Storemen will operate as a flexible work force;

(iii) The rates incorporate an amount to cover minor dirt and other minor conditions.

WAGES

2. (a) Hourly Rate — The wages shall be 10.99% above the Award Level 2 rate.

(b) Service Allowance — The following Service Allowance shall be paid:

After 3 months' service \$ 1.11 per week

\$ 4.46 per week in total

- After 12 months' service After 24 months' service After 36 months' service \$ 6.69 per week in total
- \$ 8.92 per week in total
- \$11.15 per week in total After 48 months' service
- After 60 months' service \$13.38 per week in total

(c) Driving Allowance -

- (i) Storemen having been trained and having demonstrated their ability to operate Forklifts to the Company in conjunction with the appropriate Safety Officer and/or Safety Committee shall be designated as Forklift Drivers.
- (ii) Designated Forklift Drivers shall be paid 29 cents per hour for each hour worked. This payment shall also apply on all Holidays and Sick Pav.
- (iii) Attention is drawn to Sub-clause 1 (b) (ii). Designation as a Forklift Driver does not limit the flexibility of the work force.
- (iv) The designated Hymac Operator shall be paid 7.5 cents per hour in addition to the 29 cents in Sub-clause (ii). This payment shall operate on the basis set out in Sub-clause (ii) except that in any pay week that the Hymac is not operated, no payment for that week shall be made.
- (v) The designated Lees 45 Operator shall be paid 7.5 cents per hour on the same basis as the Hymac Operator.
- (vi) Any Standby Operator (i.e. non-designated) who operates a machine will be paid the appropriate rate for the hours actually worked on the machine.
- (vii) Storemen who are currently driving will be automatically designated as Forklift Drivers.
- (viii) The Company in conjunction with the Safety Committee and/or Safety Officer have the right to 'ground' any Driver for unsafe driving and depending on the circumstances driving rates may be withheld in part, or in whole, for the period of grounding.

(d) Other Allowances -

(i) Any worker required to rebag Milk Powder shall be paid 11.2 cents per hour extra whilst so employed with a minimum payment of two hours.

- (ii) Any worker required to clean dirty Milk Powder pallets for A.M.F. drums shall be paid 11.2 cents per hour extra whilst so employed with a minimum payment of two hours.
- (iii) Any worker required to handle the product known as "Causmag" shall be paid 39 cents per hour extra whilst so employed with a minimum payment of two hours.
- (iv) Any worker required to work with siligard dust shall be paid 44.6 cents per hour extra whilst so employed with a minimum payment of two hours.

NOTE — The 44.6 cents is made up of 22.3 cents for the siligard dust and 22.3 cents for wearing the respirator.

- (v) Dump machine operators whilst so employed shall be paid 11.2 cents per hour extra.
- (vi) Any worker required to handle meat meal in bagged or loose form shall be paid a minimum of 44.6 cents per hour whilst so employed with a minimum payment of two hours.
- (vii) Any worker required to handle, work with, or pump drummed or loose tallow shall be paid a minimum of 39 cents per hour whilst so employed.

The maximum rate payable is \$1.11 per hour whilst so employed. A minimum payment of two hours shall be made.

 \hat{NOTE} — This payment shall only be made where the condition exists.

- (viii) The cleaner shall receive a payment of 5.5 cents per hour extra for all hours worked to cover dirt conditions encountered.
 - (ix) Any worker required to work inside a freezer container shall be paid 27.9 cents per hour whilst so employed.

CLOTHING

3. (a) The Company shall provide one Swanee/Swandri to each worker with a maximum issue of one every two years. Worn out articles shall be replaced on a one for one basis. Should a worker leave inside the two years the Company shall be entitled to deduct 1/24 of the cost of the article for every month short of two years.

(b) Safety Footwear shall be provided on the basis of one pair per year to a maximum value of \$28.00.

(c) Overalls shall be supplied and laundered by the Company.

TRAVEL ALLOWANCE

4. A tax free Travel Allowance of 80 cents per day shall be paid to all workers.

CONTAINER ALLOWANCE

5. A payment for the handling of containers shall be made on the following basis:

- (a) For each container handled and/or loaded or unloaded a payment of \$1 shall be made into a 'Container Handling Pool' on its arrival on site.
- (b) A further payment of \$1 shall be made on despatch of the container.
- (c) The Fund shall be divided equally amongst all members of the Northern Industrial District Storemen and Packers and Warehouse Employees (other than in retail shops) Industrial Union of Workers employed at June and December of each year.

(d) This payment will not be renegotiable until 28th November 1980.

NOTE — A container that is shunted into the yard on rail and is neither handled/loaded/unloaded nor attracts any storage charges will not attract this allowance.

7699

SAFETY COMMITTEE

6. In recognition that it is in the best interests of the Employer, Union and Workers a Safety Committee shall be set up with a Chairman nominated by the Company and two further representatives nominated by the Company and two representatives nominated by the Union.

AWARD CONDITIONS

7. All other terms and conditions of the Northern Industrial District Store and Warehouse Employees Award shall apply.

TERM OF AGREEMENT

8. The rates of pay and conditions in this Agreement shall be deemed to have come into force on 28th November 1978 and shall continue in force until 27th November 1979. The container allowance will not be re-negotiated until 28th November 1980.

For and on behalf of Northern Industrial District Storemen and Packers and Warehouse Employees (other than in Retail Shops) Industrial Union of Workers:

R. A. Ricketts.

For and on behalf of Mount Storage Company Limited:

J. A. Burn.

MEMORANDUM

The terms of settlement submitted by the parties have been registered by the Court in terms of section 65 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 agreement is to continue in force being less than one year from the date of registration.

In terms of section 99 (c) the Court is satisfied that the unqualified preference provision contained in this collective agreement has been duly inserted.

(L.S.)

N. P. Williamson, Judge.

32811/J

E. C. KEATING, GOVERNMENT PRINTER, WELLINGTON, NEW ZEALAND - 1979