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**The Christchurch City Council  
Storemen and Packers – Collective  
Agreement (Voluntary)** Dated 17/5/79

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NOTE:- See clause 15 herein for the date on which rates of wages come into force

## Under the Industrial Relations Act 1973

## REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the Christchurch City Council Storemen and Packers Dispute of Interest between the Canterbury and Westland Warehouse Employers (other than Drivers and Clerks) and Storemen and Packers (other than in Retail Shops) Industrial Union of Workers and Christchurch City Council.

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, condition, 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 17th day of May 1979.

(L.S.)

N. P. Williamson, Judge.

Section 65

Form 5

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 a Voluntary Collective Agreement between The Canterbury and Westland Storemen, Packers and Warehousemen Industrial Union of Workers and The Mayor, Councillors and Citizens of the City of Christchurch.

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 Christchurch this 27th day of April 1979.

For and on behalf of Christchurch City Council:

J. H. Gray, General Manager and Town Clerk.

For and on behalf of the Canterbury and Westland Storemen, Packers and Warehousemen Industrial Union of Workers:

P. Piesse, Secretary.

## STOREMEN AND PACKERS – VOLUNTARY COLLECTIVE AGREEMENT

Terms of Voluntary Settlement under Section 65 of the Industrial Relations Act 1973.

## SCHEDULE

This Voluntary Collective Agreement made in pursuance of the Industrial Relations Act 1973, this 1st day of March, 1979, between the Mayor, Councillors and Citizens of the City of Christchurch, a Corporation constituted under the Municipal Corporations Act 1954, and hereinafter referred to as "the Council", and joining in these presents as an employer, of the one part and the Canterbury and Westland Storemen, and Packers' and Warehousemen Industrial Union of Workers, registered under the Industrial Relations Act 1973, and hereinafter referred to as "the Union", of the other part, witnesseth that it is hereby mutually agreed and declared between and by the Council and the Union, that this Agreement applies to all employees employed by the Council and who are engaged on work as defined in the Union's Registered Rules and the Award relating to Storemen and Packers'.

### 1. SCOPE OF AGREEMENT

All the terms and conditions of the Canterbury-Westland Storemen and Packers' Award dated the 15th day of January 1979, and as may be amended from time to time, hereinafter referred to as "the Award" shall apply, except insofar as they are varied by the provisions of this Agreement.

The Council and the Union agree and declare that no worker coming within the scope of this Agreement shall suffer any loss of wages or conditions of employment by reason of the operation of this Agreement.

### 2. DEFINITIONS

**Storeman** — A worker engaged in the physical handling of stores (receiving, sorting, binning, packing, loading and unloading vehicles, containers, pallets and similar equipment; and work entirely as directed, performing work of a routine nature and without authority. A storeman may be promoted to Senior Storeman on merit at any time by the Head of the Department concerned. The employees performance shall be reviewed annually.

**Senior Storeman** — A worker required to have a working knowledge of the stores routine relative to the Council's operations, including care and maintenance of stores, ability to identify and select and/or pack goods to prepared orders or on request; ability to work from simple stores records and documentation.

**Head Storeman** — A worker in charge of storemen or of senior storemen or of a section of a large store. Any worker in charge of senior storemen shall be graded at not less than the Head Storeman level.

### 3. STATE LINKAGE

The rates of remuneration prescribed in this Agreement take into account adjustments to rates in the same occupation classifications of the Public Service made as a result of the April 1978 rates survey.

3.1 The rates of remuneration prescribed in this Agreement are subject to any adjustment by the same percentage to which and from the date at which rates in the same occupation classifications of the Public Service are adjusted by determinations made after the date of this Agreement.

3.2 The General Wage Order Allowance of 7% (to a limit of \$7) payable to workers in the same occupation classifications in the Public Service shall be payable to workers under this Agreement normally to its tenor.

## 4. WAGES

	Per week
Storemen equivalent State Services grade . . . . . .050.101. . . . .	\$123.50
Senior Storeman equivalent State Services grade . .050.102. . . . .	\$132.06
Head Storeman equivalent State Services grade . . .050.104. . . . .	\$142.23

## 5. SERVICE BONUS

On the completion of 12 months continuous service with the Council a Service Bonus of \$2 per week shall be paid. On completion of 2 years continuous service an additional \$2 per week shall be paid making a total payment of \$4 per week. On completion of 4 years continuous service an additional \$1.40 per week shall be paid making a total payment of \$5.40 per week. The allowance is payable for a normal weeks work as well as when a worker is on Annual Leave and paid Sick Leave. The allowance shall not count in the calculation of overtime rates. A rateable deduction can be made for time lost through a worker's own default.

## 6. ALLOWANCES

6.1 Fork-Lift Operation — A worker operating a mechanical fork-lift vehicle or a loader of like nature shall be paid 12 cents per hour worked extra while so employed.

6.2. Gantry Crane Operation — A worker operating a gantry Crane or like apparatus shall be paid 20 cents per hour worked extra while so employed.

## 7. ANNUAL LEAVE

All workers shall be entitled to Annual Leave in accordance with the Annual Holidays Amendment Act 1974. Any employee terminating his services in a leave year shall be paid the following percentages for proportionate leave due.

3 weeks Annual Leave 6% of the Gross Earnings

4 weeks Annual Leave 8% of the Gross Earnings

5 weeks Annual Leave 10% of the Gross Earnings

After 10 years' continuous service with the Council (i.e. at the end of the 10th and successive years), workers covered by this Agreement shall become entitled to an Annual Holiday of 20 working days.

In addition to leave granted the Council shall allow to all workers covered by this Agreement two extra days per annum on completion of the first and successive years of continuous employment with the Council to be taken at a time to be mutually agreed upon between the Council and the worker.

## 8. LONG SERVICE LEAVE

In accordance with the decision made by the Council on 21st September 1970, workers employed under the provisions of this Agreement who have completed 20 years' continuous service shall be granted, once only, four weeks' long service leave, subject to:

(a) The leave must be taken in one period.

(b) Workers who had already served the qualification service on 21st September 1970, shall take the leave by 21st September 1980, and workers qualifying for this leave after 21st September 1970, shall take the leave within five years from the date of qualifying.

## 9. SICK LEAVE

Workers employed under the provisions of this Agreement shall be eligible for the following sick leave entitlement on full pay when absent on account of sickness or injury not arising out of or in the course of his employment, provided that on any occasion that the worker is unable to report for duty the worker arranges for some person to advise the Council's representative accordingly forthwith.

Continuous Service	Aggregate Period of Sick Leave on Full Pay
Up to three months	5 working days
Over three months and up to six months	10 working days
Over six months and up to nine months	22 working days
Over nine months and up to five years . . . . .	33 working days
Over five years and up to ten years . . . . .	66 working days
Over ten years and up to twenty years . . . . .	130 working days
Over twenty years and up to thirty years . . . . .	196 working days
Over thirty years . . . . .	260 working days

Should a worker be absent from duty on grounds of incapacitation, he must produce a satisfactory Medical Certificate for any sick leave taken beyond two consecutive working days, otherwise days taken beyond two consecutive working days shall be treated as leave without pay.

The Council shall always have the right to instruct any worker to undergo a medical examination by a doctor nominated by the Council should the General Manager and Town Clerk feel this to be necessary in the interests of the Council, and medical fees in such cases shall be met by the Council.

## 10. COMPASSIONATE LEAVE

An employee may be granted Compassionate Leave on the death of a member of his immediate family (i.e. spouse, mother, father, brother, sister, child or parents-in-law or when the employee is solely responsible for funeral arrangements). Such leave will normally be from the date of death to the date of interment or cremation inclusive. Additional days leave may be granted in cases of exceptional circumstances at the discretion of the Head of Department concerned. Any such leave granted shall be paid at the basic wage rate of the employee at the time of taking the leave.

## 11. ACCIDENT COMPENSATION

In accordance with the decision of the Council of the 22 day of April 1974, employees with sick leave entitlement are to be given the option of using this at 20 percent rate to make up their full wages or salaries from the commencement of the second and subsequent weeks in the case of a "work accident" and at 100 percent rate for the first week and thereafter at 20 percent rate in the case of a "non-work accident".

## 12. RETIRING GRATUITIES

The Council shall continue to exercise its discretion in respect of retiring gratuities in accordance with the provisions of the Finance Act (No. 2) 1941, and its amendments.

### 13. SETTLEMENT OF DISPUTES OF RIGHTS

Sections 116 and 117 of the Industrial Relations Act 1973, relating to settlement of disputes and personal grievances shall be deemed to be included in this Agreement.

### 14. STOP WORK MEETINGS

14.1 The Union may hold up to two stop work meetings per year of workers employed under this Agreement, such meetings to be of no longer duration than two hours each. Any such meetings are to be held on days and times to be mutually agreed upon between the Union and the Council.

Provided further that the union shall give at least 2 weeks' notice of its intention to hold such a meeting.

Such meetings shall be restricted to union members and payment for two hours attendance shall be made by the Council on production of satisfactory evidence of attendance.

### 15. TERM OF AGREEMENT

This Agreement shall be deemed to come into force on the 1st day of March 1979 and shall continue in force until the 22nd day of October 1979.

In witness whereof the Common Seal of the Mayor, Councillors and Citizens of the Corporation of the City of Christchurch was hereto affixed this 27th day of April 1979, in the presence of:

H. G. Hay, Mayor

J. H. Gray, General Manager and Town Clerk.

In witness whereof the Common Seal of the Canterbury and Westland Storemen and Packers' and Warehousemen Industrial Union of Workers was hereto affixed this 30th day of April 1979, in the presence of:

P. E. Piesse, Secretary.

### 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 parties' settlement for a shortened term has the Court's consent pursuant to section 92 (2) of the Industrial Relations Act 1973 and Regulation 6 (3) of the Wage Adjustment Regulations 1974.

(L.S.)

N. P. Williamson, Judge.