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Please post in a Conspicuous Place accessible to Workers.

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

Dated 21/2/80

NOTE: See Clause 9 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 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 21st day of February 1980.

(L.S.)

J. R. P. Horn, Judge.

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 N.I.D. 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 New Zealand.

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 Tauranga this 31st day of January 1980.

For and on behalf of N.I.D. Storemen and Packers and Warehouse Employees (other than in retail shops) Industrial Union of Workers

R. A. Ricketts, Authorised Agent.

For and on behalf of Mount Storage Company Limited

J. A. Burn, Authorised Agent.

AGREEMENT BETWEEN MOUNT STORAGE COMPANY LIMITED
AND N.I.D. STOREMEN & PACKERS & 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 and be incorporated in the hourly rate and shall count in the calculation of overtime rates:

After 3 months service	\$ 1.82 per week	4.5 cents per hour
After 12 months service	\$ 8.52 per week	21.3 cents per hour
After 24 months service	\$10.49 per week	26.2 cents per hour
After 36 months service	\$11.80 per week	29.5 cents per hour
After 48 months service	\$14.43 per week	36.0 cents per hour
After 60 months service	\$15.74 per week	39.3 cents per hour

(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 33.5 cents per hour for each hour worked. This payment shall also apply on all Holidays and Sick Pay.

(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 9.0 cents per hour in addition to the 33.5 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 9.0 cents per hour on the same basis as the Hymac Operator.

(vi) Any Standby Operator (ie. Non-Designated) who operates a machine will be paid the appropriate rate for the hours actually worked on the machine.

(vii) 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 or operate the Shrink Wrap Gun shall be paid 13.0 cents per hour extra whilst so employed with a minimum payment of two hours.

(ii) Any worker required to clean dirty Milk Powder Pallets or A.M.F. drums shall be paid 13.0 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 45.0 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 51.0 cents per hour extra whilst so employed with a minimum payment of two hours.

Note: the 51.0 cents is made up of 25.5 cents for the siligard dust and 25.5 cents for wearing the respirator.

(v) Dump machine operators whilst so employed shall be paid 13.0 cents per hour extra.

(vi) Any worker required to handle Meat Meal in bagged or loose form shall be paid a minimum of 51.0 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 45.0 cents per hour whilst so employed.

The maximum rate payable is \$1.28 per hour whilst so employed, a minimum payment of two hours shall be made.

Note: This payment shall only be made where the condition exists.

(viii) The cleaner shall receive a payment of 6.3 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 32.0 cents per hour extra 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 articles shall be replaced on a one to one basis. Should a worker leave inside the two years the Company shall be entitled to deduct $\frac{1}{24}$ of the cost of the article for every month short of two years.

(b) Suitable Safety Footwear shall be provided on the basis of one pair per year.

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

REIMBURSEMENT OF TRAVEL COST

4. A tax free travel allowance equating to the retail price of three litres of premium petrol per day, shall be paid weekly to all workers. This formula will remain constant and will adjust with petrol price movements. This payment will not attract any outside movements.

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) For each Sea Freighter, Sea Freighter base or flat, Newsprint base or flat loaded, 60 cents will be paid into the Container Pool.

(d) For each Sea Freighter, Sea Freighter base or flat, Newsprint base or flat unloaded, 60 cents will be paid into the Container Pool.

(e) The Fund shall be divided equally amongst all Storemen employed on the last day of each month, and paid out monthly.

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. "Jumbo-Flats" used for the delivery and or receipt of cargo to and from the Wharf will not attract this payment.

It has been agreed between the Union and the Company that payments made in relation to containers and Sea Freighters will be restricted to these two items only and that no future claims will be made for similar type functions, eg. unloading railway wagons, trucks, etc, or any other modes that are being used by the Company at the present time.

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 N.I.D. Stores & Warehouse Award shall apply.

DEDUCTION OF UNION FEES

8. The Employer shall deduct Union subscriptions from wages and shall remit such deductions to the Union Office no later than at quarterly intervals.

TERMS OF AGREEMENT

9. The rates of pay in this agreement shall be deemed to have come into force on 28th November 1979 and shall continue until 27th November 1980.

Mount Storage Company Limited	R. Riley, Authorised Agent.
N.I.D. Storemen & Packers & Warehouse Employees (other than in Retail Shops) Industrial Union of Workers	R. A. Ricketts, 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.

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 registration.

(L.S.)

J. R. P. Horn, Judge.