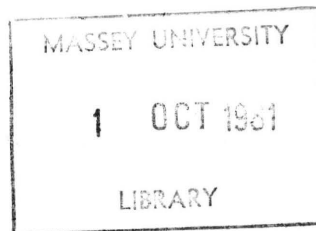


Please post in a Conspicuous Place accessible to Workers.



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

Dated 7/5/80

Note: See Clause 19 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 New Zealand Cement Holdings Limited and 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

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 66 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 7th day of May 1980.

(L.S.)

D. S. Castle, 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 New Zealand Cement Holdings Ltd Auckland Storemen and Packers' and Drivers' dispute of interest between the Auckland United Storemen and Packers and Warehousemen Industrial Union and the Northern (except Gisborne) Drivers Union and New Zealand Cement Holdings 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 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 Auckland this 1st day of April 1980

For New Zealand Cement Holdings Limited

D. R. Williamson.

For Auckland United Storemen, Packers and Warehousemen Industrial Union

M. Jackson.

For Northern (except Gisborne) Drivers Union

J. B. Willis.

AUCKLAND STOREMEN AND PACKERS' AND DRIVERS' VOLUNTARY AGREEMENT

This agreement made this 5th day of March 1980 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 and Services Provisions of the Northern Industrial District Stores and Warehouse Employees Award and of the 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) Loading and bagging machine operators	\$3.822
2) Storemen while employed as fork hoist drivers	\$4.256

b) Drivers:

For drivers of articulated heavy motor vehicles having a combined weight of vehicles and maximum load within the following classification –

(these rates include the payment of \$1.37 per week (.03425) per hour as provided for in the General Drivers Award)

Over 10 tonnes and up to 14 tonnes	\$4.011
Over 14 tonnes and up to 20 tonnes	\$4.079
Over 20 tonnes and up to 28 tonnes	\$4.151
Over 28 tonnes and up to 34 tonnes	\$4.208
Over 34 tonnes	\$4.256

Industry Allowance: In addition to the weekly wage all drivers covered by this Agreement shall be paid a separate allowance of \$10.00 per week provided that the conditions agreed to in the Auckland Road Transport Operators' Drivers' Industrial Agreement are met.

SERVICE ALLOWANCE

2. (a) After 1 years continuous service with the same employer an adult worker shall be paid an allowance of 13 cents per hour.

(b) After 2 years continuous service with the same employer an adult worker shall be paid a further 3 cents per hour making a total allowance of 16 cents per hour.

(c) After 3 years continuous service with the same employer an adult worker

shall be paid a further 2 cents per hour making a total allowance of 18 cents per hour.

(d) After 4 years continuous service with the same employer an adult worker shall be paid a further 4 cents per hour making a total allowance of 22 cents per hour.

(e) After 5 years continuous service with the same employer an adult worker shall be paid a further 3 cents per hour making a total allowance of 25 cents per hour.

(f) After 7 years continuous service with the same employer an adult worker shall be paid a further 4 cents per hour making a total allowance of 29 cents per hour.

(g) After 10 years continuous service with the same employer an adult worker shall be paid a further 4 cents per hour making a total allowance of 33 cents per hour.

GENERAL ALLOWANCES

3. A meal allowance of \$2.574 shall be paid in strict accordance with the respective award or collective agreement provisions applicable to the workers concerned.

DUST ALLOWANCE

4. Storemen and Packers ONLY shall be paid 22c per hour for hours worked and shall not be eligible to claim any other dirt rate payments under the Northern Industrial District Stores and 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.

SPECIAL PAYMENTS

6. (a) Workers required to work inside cement bowls of bulk vehicles shall be paid \$3.58 per vehicle in addition to their normal rates of pay for the day which they are required to do such work.

(b) Drivers shall be paid a sum of \$2.50 per week to cover dust, inclement weather, fumes and other discomforts experienced during their work. This payment will be added to the Industry Allowance and will be paid on the same basis.

(c) A clothing allowance of .8541 per day shall be paid to each member for each day worked.

(d) Drivers will be paid an allowance of \$5.00 per rig when using acid to clean the exteriors of their vehicles, equipment, or plant equipment as long as the appropriate protective clothing is worn.

HOLIDAYS

7. The following shall be recognised as holidays – Waitangi Day, New Year's Day, 2 January, 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 an annual holiday of 3 weeks paid as required by the Annual Holidays Act 1944.

(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.

SPECIAL HOLIDAYS FOR LONG SERVICE

9. (a) A worker shall be entitled to special holidays as follows:

1. One special holiday of 2 weeks after the completion of 15 years and before the completion of 25 years of continuous service with the same employer –
2. One special holiday of 3 weeks after the completion of 25 years and before the completion of 35 years of continuous service with the same employer –
3. One special holiday of 5 weeks after the completion of 35 years continuous service with the same employer.

(b) Should a worker have completed 25 years of continuous service with the same employer prior to the date of this agreement, he shall not be entitled to the special holiday provided in paragraph (1) of subclause (a) of this clause. Should a worker have completed 35 years of continuous service with the same employer prior to the date of this agreement, he shall not be entitled to the special holiday provided in paragraphs (1) or (2) of subclause (a) of this clause.

(c) All such holidays provided for in subclause (a) of this clause shall be on average pay as defined by the Annual Holiday Act 1974 and its amendments, and may be taken in one or more periods and at such time or times as may be agreed by the employer and the worker.

(d) If a worker having become entitled to a special holiday leaves his employment before such holiday he shall be paid in lieu thereof.

(e) When a worker retires from the service of an employer party to this agreement after not less than 10 years continuous service, but less than 15 years continuous service with that employer, he shall be deemed to have accrued a proportionate entitlement to the special holiday under paragraph (1) of subclause (a) of this clause. This shall be paid on the calculation:

Actual years of service (in complete years) ÷ 15

of two weeks pay as defined in subclause (c) of this clause.

Retirement for this purpose shall mean the close of a working career through age and/or infirmity.

(f) The provisions of this clause shall not apply where an employer has in operation or brings into operation an alternative scheme for rewarding service which is not less favourable to the worker than the foregoing including any bonus or gratuity scheme.

SICK LEAVE

10.1 After 6 months 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 leave entitlement not exceeding 60 days.

BEREAVEMENT LEAVE

11. In the event of a death occurring in the immediate family of the worker (i.e. husband, wife, child, mother, father, mother or father-in-law, brother, sister, grandparents) 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 hours per day at ordinary rates. Leave for bereavements outside the scope of the above may be left to the discretion of the Company.

DOMESTIC LEAVE

12. Where a worker has an unused sick leave entitlement, on producing a medical certificate, leave on ordinary pay of up to 5 days per year shall be granted to a married employee or solo parent who finds it essential to stay at home in an emergency in the event of the illness of the spouse or a child under 13 years of age. Such leave shall be treated as though it was due to the employee's own sickness and shall be taken subject to the following conditions –

- (a) Leave shall be set off against the employees' sick leave entitlement.
- (b) Absence of 1 day only shall not be paid.
- (c) The worker shall ensure that notice is given to the employer on the first day of absence.

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

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

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

SAVINGS

16. 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.

17. The General Wage Order of the Court of Arbitration dated 3 July 1978 and all previous General Wage Orders, Cost of Living Orders, and Cost of Living Allowances have been incorporated into the rates and payments set out in this agreement, and shall not be added to the payments shown.

REDUNDANCY

18. Where a worker's employment is likely to be terminated because of redundancy the employer shall, where practicable, give the worker and the union written notice no later than four weeks before redundancy is to occur.

TERM OF AGREEMENT

19. This agreement shall be deemed to have come into force on the 1st day of January 1980, and this agreement shall remain in force until the 31st day of December 1980.

Signed for New Zealand Cement Holdings Ltd

D. R. Williamson.

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

M. Jackson.

Signed for Northern (Except Gisborne) Drivers Union

J. B. Willis.

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 66 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.

The rates of remuneration determined by this collective agreement are not to be increased by the application of the provisions of the general increase provided by the Remuneration (General Increase) Regulations 1979.

(L.S.)

D. S. Castle, Judge.