Please post in a Conspicuous Place accessible to Workers

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

Dated 3/6/81

Note: See clause 9 herein for the date on which rates of wages come into force

Published and issued by the Arbitration Court of New Zealand

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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 and (Hawkes Bay Province) Storemen and Packers and Warehousemen Industrial Union of Workers and the 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 3rd day of June 1981.

(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 the N.I.D. and (Hawkes Bay Province) Storemen and Packers and Warehousemen 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 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 5th day of February 1981.

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

Authorised Agent, R. A. Ricketts

For and on behalf of Mount Storage Company Limited

Authorised Agent, J. A. Burn

AGREEMENT BETWEEN MOUNT STORAGE COMPANY LIMITED AND N.I.D. AND HAWKES BAY PROVINCE STOREMEN AND PACKERS AND WAREHOUSEMEN INDUSTRIAL UNION OF WORKERS

INTENT

1. (a) This Agreement is in recognition that the interests of the Workers, Union and Mount Storage Company Limited, 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 \$2.15 per week 5.3c per hour

After 1 years service \$10.06 per week 25.1c per hour

After 2 years service \$12.38 per week 30.9c per hour

After 3 years service \$13.93 per week 34.8c per hour

After 4 years service \$17.03 per week 42.5c per hour

After 5 years service \$18.58 per week 46.4c per hour

After $7\frac{1}{2}$ years service \$20.40 per week 51.0c per hour

After 10 years service \$22.00 per week 55.0c per hour

After $12\frac{1}{2}$ years service \$24.00 per week 60.0c per hour

After 15 years service \$26.00 per week 65.0c 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 39.5c 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 10.6c per hour in addition to the 39.5c 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 10.6c 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) 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 undertake the following duties shall be paid 17.0c per hour extra whilst so employed, with a minimum payment of two hours:

Rebagging milk powder

Cleaning dirty milk powder pallets or A.M.F. drums

Operating Shrink Wrap Gun

Operating Dump Machine

(ii) Any worker required to undertake the following duties shall be paid 60.0c per hour extra whilst so employed, with a minimum payment of two hours:

(a) Handle 'Causmag'

Work with Siligard Dust

Working inside a Freezer Container.

(b) For the duties listed herein, the 60c payment shall be deemed as a minimum payment:

Handling Meat Meal in bagged or loose form

Handling, working with, or pumping drummed or loose tallow.

N.B. The maximum rate payable for tallow is \$1.51 per hour whilst so employed with a minimum payment of two hours.

(iii) The cleaner shall receive 7.4c per hour extra for all hours worked to cover dirt conditions encountered.

CLOTHING

3. (a) (i) The Company will provide one Swannee/Swandri on commencement, to each worker for work purposes.

(ii) Worn out articles will be replaced after a minimum period of two years upon presentation of the article for replacement prior to re-issue.

(iii) Where a Swannee/Swandri is rendered unserviceable by an on-the-job accident it will be replaced on production of the damaged article.

(iv) Articles lost shall be reported immediately to Management and will be replaced, but the worker shall be required to pay one twenty-fourth of the cost of the article for every month short of two years.

(v) Should a worker leave inside of two years the Company shall be entitled to deduct one twenty-fourth 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) The Company will issue to each employee the equivalent of two pairs of overalls on commencement and every 12 months thereafter. Each employee can select either two pairs of overalls or any combination of either shorts, longs or shirts (which for the purposes of this Clause, two items shall be equivalent to one pair of overalls).

(d) Overalls will be available on a loan issue basis for work of a dirty or offensive nature.

REIMBURSEMENT OF TRAVEL COST

4. A tax free 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.

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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 \$2.00 shall be made into a 'Container Handling Pool' on its arrival on site. A further payment of \$2.00 shall be made on the despatch of the container.
- (b) For each sea freighter unloaded a payment of \$1.20 shall be made into the Container Pool. A further payment of \$1.20 for each sea freighter loaded shall be made into the Container Pool.
- (c) For each sea freighter base or flat, newsprint base or flat unloaded a payment of 90c shall be paid into the Container Pool. A further payment of 90c for each sea freighter base or flat, newsprint base or flat loaded shall be paid into the Container Pool.
- (d) 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, e.g. unloading railway wagons, trucks, etc, or any other modes that are being used by the Company at the present time.

(e) It is acknowledged by both parties to this Agreement that future increases to rates set out in this Clause will be the same as the annual increase to wage rates unless there is a major change within the industry or within the N.I.D. Stores & Warehouse Award.

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. and Hawkes Bay Province Stores and Warehouse Employees Award shall apply.

DEDUCTION OF UNION FEES

8. The Employer shall deduct Union subscriptions weekly 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 1980 and shall continue until 27th November 1981.

J. A. Burn

Mount Storage Company Limited

N.I.D. and Hawkes Bay Province Storemen and Packers and Warehousemen Industrial Union of Workers Authorised Agent, R. A. Ricketts

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.)

N. P. Williamson, Judge