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**Christchurch Ready Mix Concrete
Drivers — Collective Agreement
(Voluntary)**

Dated 17/12/81

NOTE: See Clause 13 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 Christchurch Ready Mix Concrete Drivers Dispute of Interest between Ashby Brothers Limited, Transport N.C. Concrete Limited, Christchurch Ready-Mix Concrete Limited, Certified Concrete Limited, Farrier Waimak Limited, Mini-Mix Industries Limited, Rangiora Ready-Mix Limited, Isaac Concrete Limited and the Canterbury and Westland 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 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 17th day of December 1981.

(L.S.)

D. S. Castle, Judge.

Form 5

Sections 65 and 66

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 Ready-Mixed Concrete Truck Drivers and employees manning Concrete Pumps Dispute of Interest between Ashby Bros. Ltd, Transport N.C. Concrete Ltd, Christchurch Ready-Mix Concrete Ltd, Certified Concrete Ltd, Farrier Waimak Ltd, Mini-mix Industries Ltd, Rangiora Ready-Mix Ltd, Isaac Concrete Ltd, and The Canterbury and Westland Drivers and their assistants Industrial Union of Workers.

To the Registrar of the Arbitration Court:

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 the registration by the Arbitration Court as a Collective Agreement.

Signatures of the Parties:

For and on behalf of:

Ashby Bros Ltd:

Transport N.C. Concrete Ltd and Christchurch Ready-Mix Concrete Ltd:

J. D. Ashby.

R. S. Grant.

Certified Concrete Ltd:	F. McKenzie.
Farrier Waimak Ltd:	R. Merrifield.
Mini-Mix Industries Ltd:	J. W. Buxton.
Rangiora Ready-Mix Ltd:	J. C. Smith.
Isaac Concrete Ltd:	M. Connor.
Canterbury and Westland Drivers and their assistants Workers:	Industrial Union of P. R. Liggett, Secretary/Treasurer.

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This agreement made under the Industrial Relations Act 1973 shall apply to drivers engaged in work governed by the N.Z. General Drivers Award dated the 22nd day of October 1981 and employed as drivers of Ready-Mixed Concrete vehicles and employees engaged in manning concrete pumps by the signatory employer parties in the area to which the agreement applies.

2. Except as otherwise provided in this agreement the rate of wages shall be appropriate rates specified in the N.Z. General Drivers Award for the class of vehicle, driver and service and any other special payments and allowances provided in the agreement are to be paid in addition to the rates specified in this agreement.

CONCRETE INDUSTRY ALLOWANCE

3. (a) In recognition to conditions peculiar to the Ready-Mix Concrete Industry and for the relatively unpredictable starting and finishing times in the industry each worker shall receive a daily allowance of \$1.54 to a maximum of \$7.70 in any week. This payment is to be made only to those drivers driving vehicles specifically designed for the carriage of ready-mixed concrete and to employees manning concrete pumps.

(b) The allowance shall not count in the calculation of overtime rates.

(c) The employer shall be entitled to make a rateable deduction from the \$1.54 per day from the allowance for time lost by the workers through sickness, accident or the workers own default.

CLEANING BOWLS

4. (a) Drivers required to clean inside mixing bowls shall be paid an extra \$1.54 for each hour so employed.

(b) Ear muffs and eye goggles shall be provided for drivers cleaning inside mixing bowls.

CONCRETE DELIVERIES

5. Where it is not possible for drivers to deliver concrete from their employers premises, they will on all occasions deliver from designated plants.

MEAL MONEY

6. The provisions of Clause 20 (meal money) of the N.Z. General Drivers Award dated the 22nd day of October 1981 shall be varied to the extent that the employer shall provide a meal or meal money at the rate of \$3.13 per meal when workers are required to work overtime after 6 p.m. Monday to Friday inclusive, or after 5 hours on Saturdays, Sundays and public holidays, or when workers work more than ten hours on any day Monday to Friday inclusive, whichever occurs first.

WET WEATHER CLOTHING AND SAFETY FOOTWEAR

7. The allowance referred to in Clause 25 of the N.Z. General Drivers Award shall be increased to \$2.716 except where the employer elects to pay the 90.7 cents per week for wet weather protective clothing and supply up to 2

pairs of approved safety footwear per annum. It shall be a condition of employment that when approved safety footwear is supplied it shall be worn — Clause 25 (b) (iii), N.Z. General Drivers Award dated the 22nd day of October 1981.

Where safety foot wear is supplied:

(a) The employer shall be bound to supply new footwear only on production of worn-out footwear:

(b) In the event of a driver leaving the service of the employer within 26 weeks of the date of issue of new footwear the employer shall be entitled to deduct from the drivers wages the sum of \$1.54 for each week of the unexpired period.

BRIDGING

8. If a driver is dismissed, but within four calendar months is re-engaged by the same employer, his continuous service with that employer from the date of dismissal shall be credited to him on re-engagement.

NOTIFICATION OF REQUIREMENT TO WORK ON WEEK-ENDS

9. Whenever possible, notification of the requirement to work overtime on the week-end shall be given to the driver(s) concerned by noon of the immediately preceding Friday.

UNDERTAKING

10. The Union agrees that during the currency of this Agreement no variation of terms and conditions in that Agreement will be negotiated by any employer party.

SCOPE

11. This Agreement shall apply to drivers and operators (hereinafter referred to as "Drivers") employed by any of the following companies: Ashby Bros. Ltd, Transport N.C. Concrete Ltd, Christchurch Ready-Mix Concrete Ltd, Certified Concrete Ltd, Farrier Waimak Ltd, Mini-Mix Industries Ltd, Rangiora Ready-Mix Ltd, Isaac Concrete Ltd.

DISPUTES

12. Where a matter is in dispute or a matter arising which is likely to cause a dispute between individual employers and the Union or its members the following shall be the procedure:-

(a) Where the matter concerned is not related to wage rates, penal rates or the like involving payment of money, the matter shall be discussed by the Union with the employer concerned and both parties shall attempt to reach agreement.

(b) Failing agreement the matter shall be referred to the Employers Association and in the event of no agreement being reached the matter shall be referred to a Disputes Committee in which the representation shall not be less than 2 parties nominated by the Employers and 2 parties nominated by the Union.

(c) Any matter relating to wage rates, penal rates or the like involving payment of money must be referred to the Disputes Committee as provided for in (b) above.

(d) Failing agreement in the matter of the Disputes Committee then the matter shall be dealt with as a Dispute under the Disputes Clause of the Current Award.

(e) The essence of the Clause being that, pending the settlement of the dispute, the work of the employer will not on any account be impeded but

shall at all times proceed as if no dispute had arisen, and is hereby provided that:—

- (i) No worker employed by any employer who is party to this dispute shall discontinue or impede normal work, either totally or partially because of the dispute.
- (ii) While the provisions of this Clause are being observed, no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.

TERM OF AGREEMENT

13. Subject to the approval of the Arbitration Court this Agreement shall come into force on the 27th day of October 1981 and shall continue in force until the 26th day of October 1982.

Signatures of the parties:

For and on behalf of:

Ashby Bros. Ltd:

J. D. Ashby.

Transport N.C. Concrete Ltd and Christchurch Ready-Mix Concrete Ltd:

R. S. Grant.

Certified Concrete Ltd:

F. McKenzie.

Farrier Waimak Ltd:

R. Merrifield.

Mini-Mix Industries Ltd:

J. W. Buxton.

Rangiora Ready-Mix Ltd:

J. C. Smith.

Isaac Concrete Ltd:

M. Connor.

Canterbury and Westland Drivers and their assistants Industrial Union of Workers:

P. R. Liggett, Secretary/Treasurer.

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.)

D.S. Castle, Judge.