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**Wellington Ready-mix Concrete Industry
Drivers – Collective Agreement (Voluntary)**

Dated 27/1/82

Note: See clause 18 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 Wellington Ready-mix Concrete Industry Drivers dispute of interest between the Wellington Road Transport and Related Industries Motor and Horse Drivers' and their Assistants Industrial Union of Workers and Powell Bros. Concrete Limited; B.R.M. Concrete Limited; Belmont Ready Mix Limited; Quick Crete Limited; Ryans Quarries Limited; Gorries Ready Mix Company Limited; Certified Concrete 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 27th day of January 1982.

(L.S.)

D. S. Castle, Judge

Sections 65 and 66

Form 5

Regulation 9 (iv)

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 the Wellington Ready Mix Concrete Industry Drivers Dispute of Interest between the Wellington Road Transport and Related Industries Motor and Horse Drivers' and their Assistants' Industrial Union of Workers and Cited parties

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 Wellington this 11th day of December 1981.

For and on behalf of: Powell Bros. Concrete Limited, B.R.M. Concrete Limited, Belmont Ready Mix Limited, Quick Crete Limited, Ryans Quarries Limited, Gorries Ready Mix Company Limited

J. F. Clark, Authorised Agent

For and on behalf of: The Wellington Road Transport and Related Industries Motor and Horse Drivers and their Assistants' Industrial Union of Workers
R. Gillespie

WELLINGTON READY-MIX CONCRETE INDUSTRY DRIVERS
MEMORANDUM OF AGREEMENT

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This Agreement made under Section 65 of the Industrial Relations Act 1973 Voluntary Settlements, shall apply to drivers of Ready Mix Concrete vehicles governed by the New Zealand General Drivers Award dated 22nd October 1981, and employed by the following companies.

Powell Bros. Concrete Limited, Tawa
B.R.M. Concrete Limited, Wainuiomata
Belmont Ready Mix Limited, Belmont
Quick Crete Limited, Wellington
Ryans Quarries Limited, Wellington
Certified Concrete Limited, Wellington
Gorries Ready Mix Co. Limited, Upper Hutt

WAGE

2. In lieu of the rates of wages specified in the New Zealand General Drivers Award, the following shall be the hourly rates of pay:

For drivers of vehicles having a combined weight of vehicle and maximum load within the following classifications:

Over 10 tonnes and up to 14 tonnes	5.014
Over 14 tonnes and up to 20 tonnes	5.095
Over 20 tonnes and up to 28 tonnes	5.231
Over 28 tonnes and up to 34 tonnes	5.235
Over 34 tonnes	5.368
For drivers operating loaders	5.213

SERVICE ALLOWANCES

3. (a) In addition to the service allowances payable to drivers pursuant to Clause 25 of the New Zealand General Drivers Award, the following bonuses shall be paid to drivers covered by this agreement:

(i) After 12 months continuous service with the same employer a bonus of \$2.49 per week.

(ii) After 2 years continuous service with the same employer a bonus of \$3.52 per week.

(iii) After 5 years continuous service with the same employer a bonus of \$6.60 per week.

(b) The bonuses specified in sub-clause (a) hereof will not be incorporated into the hourly rates for computing overtime.

(c) The employer shall be entitled to make rateable deductions from the bonuses for time lost by the worker through sickness, accident, or the worker's own default.

CLOTHING

4. (a) The employer shall have the right to require his drivers, after they have completed one month's service, to wear clothing provided by the employer as follows:

One jean jacket
One pair of short trousers
One pair of long trousers

(b) After completion of one month's service, a driver shall be entitled to have provided for his personal use, one set of wet weather clothing and a pair of boots or shoes of approved safety design. The employer shall have the right to require his drivers to wear the safety footwear which is provided.

(c) In the event of a driver leaving the service of the employer within 24 weeks from the date of issue of clothing and footwear, the employer may claim a refund of costs amounting to \$1.75 for each week of the unexpired period.

(d) Employers shall be responsible for repair and replacement of the above clothing and footwear as and when necessary, on production of the worn out or damaged article.

FLEXIBILITY IN START AND FINISH TIMES AND CONTRIBUTING ALLOWANCE TOWARDS COSTS INCURRED IN TRAVELLING TO AND FROM WORK OUTSIDE NORMAL WORKING HOURS

5. (a) Flexibility of start and finish times on week days and on Saturdays as required that have traditionally prevailed in the industry will need to continue. For flexible start times, the employer would make first call on those drivers who had expressed preference for working as much overtime as might be available, others being called upon when required to make up the necessary numbers. All daily deliveries for the concrete programmed would be completed at the end of the day, again with preference being given to drivers seeking overtime.

(b) In return for this flexibility and as a contribution towards fares and other transport costs incurred by drivers outside normal working hours, the employer shall pay to drivers \$2.52 per day, including Saturdays when worked.

PENALTY LUNCHTIME PAYMENTS

6. Should a driver not have been able to take a meal break (after five hours and 5 minutes since the commencement of work or from the completion of the previous meal break), the driver will advise the office on completion of the discharge of his load and the employer shall pay for the half hour meal break at double time rates.

HOURS OF WORK

7. These to be as specified in the New Zealand General Drivers Award. Employers shall advise the Union in writing of normal starting times for each plant, bearing in mind that seasonal variations may be made.

COLLECTION OF UNION FEES

8. The employer will deduct union subscriptions from wages. Remittances of such subscriptions shall be made to the union office at monthly intervals.

DELEGATE'S MEETINGS

9. The drivers at each depot of the companies covered by this Agreement shall elect a delegate. Such delegate shall be entitled to attend meetings or conferences of the Union up to three days per year on pay. Such payment shall be made on the basis of a normal day's wages

CONCRETE DELIVERIES

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

SCOPE OF AGREEMENT

11. This Agreement shall operate through the Wellington, Hutt Valley, Porirua areas and extending north to the Waikanae River and east to the Rimutaka and Orongo Orongo Ranges – taking in the whole of the Wainuiomata area.

CLEANING INSIDE BOWLS

12. While it is the duty of drivers to clean out their bowls during the course of a day's work, it is recognised, that there may be circumstances beyond the drivers control when concrete hardens in the bowl and cannot be cleaned out by washing or that drivers may be required to clean inside the bowl of a truck other than their own when the regular driver of that truck is unable to do the work himself. Drivers required to clean inside the bowl in these circumstances will be paid an extra \$1.68 per hour for each hour so employed.

PROTECTION OF WAGES

13. No driver employed by any of the employers who are parties to this agreement, shall have his total current remuneration for a 40 hour week reduced as a result of the implementation of this Agreement.

TEN HOUR BREAK

14. Where an employer requires workers to commence work prior to the observance of a ten hour break between the cessation of work and the recommencement of work the next day, the employer shall pay workers double time rate for all hours worked until a ten hour break is observed.

DISPUTES

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

- (a) Where the matter concerned does not relate 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 settlement the matter shall be referred to a disputes committee made up from parties nominated by the employers concerned in this agreement and parties nominated by the Union. The employer who is in dispute with the Union shall not be a member of such a dispute committee.
- (c) Any matter relating to wage rates, penal rates or the like involving payment of money must be referred to a disputes committee made up from parties nominated by the employers concerned in this Agreement and parties nominated by the Union.
- (d) Failing agreement under (b) or (c) above by the disputes committee then the matter will be placed before a committee composed of representatives from all the employers parties nominated by the Union and a job delegate from each of the member companies.
- (e) Failing agreement by the committee as in (d) above, then the matter shall

be dealt with as a dispute under the Disputes Clause of the current New Zealand General Drivers Collective Agreement.

(f) It is to be understood that when a dispute is in progress and negotiations are taking place as per this Clause, and so that no driver need suffer loss of pay or an employer suffer loss of production, the work of the employer shall not on any account be impeded but shall at all times proceed as if no dispute has arisen, it is hereby provided that:

(i) No driver employed by any employer who is a party to the 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.

NEW ZEALAND GENERAL DRIVERS COLLECTIVE AGREEMENT

16. In all other respects, including the provisions for Personal Grievances, the terms of the New Zealand General Drivers Award shall apply.

THE ECONOMIC STABILISATION (COST OF LIVING INCREASE) REGULATIONS 1980

17. The rates of remuneration determined by this collective agreement are not to be increased by the application of the provisions of the General Order of the Arbitration Court made under the Economic Stabilisation (Cost of Living Increase) Regulations 1980.

TERM OF AGREEMENT

18. This Agreement shall come into force as from the 11th day of September, 1981 and in respect of wage rates and all other monetary payments, shall continue in force for the currency of the New Zealand General Drivers Award which is to expire on the 10th day of September, 1982.

Signed for and on behalf of:

Powell Bros. Concrete Limited
B.R.M. Concrete Limited
Belmont Ready Mix Limited
Quick Crete Limited
Ryans Quarries Limited
Certified Concrete Limited
Gorries Ready Mix Company Limited

J. F. Clark, Authorised Agent

Signed for and on behalf of:

The Wellington Road Transport and Related Industries Motor and Horse Drivers and their Assistants' Industrial Union of Workers

R. Gillespie

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