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**NEW ZEALAND CEMENT HOLDINGS
LTD (WELLINGTON) BULK CEMENT
DRIVERS — COLLECTIVE AGREEMENT
(VOLUNTARY)**

Dated 21/3/85

NOTE: See clause 17 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 New Zealand Cement Holdings Ltd (Wellington) Bulk Cement Drivers' Dispute of Interest

between the Wellington Road Transport and Related Trades Motor and Horse Drivers' and their Assistants Industrial Union of Workers and New Zealand Cement Holding Limited (Wellington)

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 March 1985.

(L.S.)

D. S. CASTLE
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 the New Zealand Cement Holdings (Wellington Bulk Cement Drivers Agreement) dispute of interest BETWEEN the Wellington Road Transport and Related Industries Motor and Horse Drivers and Their Assistants' Industrial Union of Workers AND New Zealand Cement Holdings Limited.

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 seventh day of March 1985

For and on behalf of New Zealand Cement Holdings Limited (Wellington)
D. Campbell, DEPOT MANAGER

For and on behalf of The Wellington Road Transport and Related Industries
Motor and Horse Drivers and Their Assistants' Industrial Union of Workers
R. E. Gillespie, SECRETARY

**N.Z. CEMENT HOLDINGS (WELLINGTON)
BULK CEMENT VEHICLE DRIVERS AGREEMENT**

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

hereinafter referred to as 'The Union' on the one hand

AND N.Z. Cement Holdings Ltd (Wellington)

hereinafter referred to as 'Employer' on the other.

Where it is mutually agreed by and between the parties hereto as follows.

1. PURPORT OF AGREEMENT

That in the interest of achieving stability of wage rates and general harmony and flexibility in the employment of drivers, the parties undertake to enter into the agreement detailed hereunder.

2. INDUSTRY TO WHICH AGREEMENT APPLIES

This Agreement shall apply solely to members of the Wellington Road Transport and Related Industries Motor and Horse Drivers' and Their Assistants Industrial Union of Workers and who are employed by New Zealand Cement Holdings Limited, as Drivers of bulk cement delivery vehicles.

3. STATUS OF AGREEMENT

The Provisions of this Agreement shall be read in conjunction with the provisions of the New Zealand General Drivers Award.

4. WAGES

In Lieu of the Wages and Industry Allowance provisions of the Award drivers covered by this Agreement shall receive payment in accord with the following schedule:

		Per week
(a) Rigid Vehicles;	up to 14 tonne	238.91
	Over 14 tonne and up to 20 tonne	243.30
	Over 20 tonne and up to 28 tonne	247.80
	Over 28 tonne and up to 34 tonne	251.24
	Over 34 tonne and up to 40 tonne	254.55
	Over 40 tonne	257.93
(b) Articulated Vehicles;	up to 20 tonne	246.96
	Over 20 tonne and up to 28 tonne	251.46
	Over 28 tonne and up to 34 tonne	254.90
	Over 34 tonne and up to 40 tonne	258.21
	Over 40 tonne	261.59

5. **CLOTHING**

(a) On commencement of employment a Driver shall be entitled to have provided for his personal use one set of wet weather clothing, a pair of boots or shoes of approved safety design and one pea jacket. The employer shall have the right to require Drivers to wear the safety footwear which is approved.

(b) 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 \$1.86 for each week of the unexpired period.

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

(d) In addition to the afore mentioned clothing issue, each Driver will be paid a clothing allowance of 81 cents per day as a reimbursing payment towards the cost of working underwear. Drivers shall be responsible for laundering the clothing issued and maintaining it in reasonable repair.

6. **TRAVEL ALLOWANCE**

In recognition of the Depot being located in an area not serviced by regular Public Transport, the employer shall pay Drivers \$2.68 per day including Saturdays when worked as a reimbursing payment for travel costs. In the event that the employer provides transport from the Wellington Railway Station the above allowance would not be paid.

7. **HOURS OF WORK**

These to be specified in the New Zealand General Drivers Award.

8. **SICK LEAVE**

(a) In conjunction with the Award Sick Leave Provisions, Drivers shall qualify for sick leave entitlement on the following basis;

After 3 months continuous service with the same employer 1 day.

After 6 months continuous service with the same employer 2 days.

After 9 months continuous service with the same employer 4 days.

After 12 months continuous service with the same employer 5 days.

(b) The above entitlement is not cumulative and a Driver shall not be entitled to more than five days sick leave after twelve months service with the employer (subject to the Award accumulation provisions), provided that where an employer has in operation a more favourable sick leave scheme, that scheme shall continue to operate according to its tenor.

9. **DOMESTIC LEAVE**

Where a worker has an unused sick leave entitlement, on producing a medical certificate, leave on ordinary pay of up to five 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. Such leave shall be treated as though it was due to the employees own sickness and shall be taken subject to the following conditions:

(a) Leave shall be set off against the employees sick leave entitlement.

(b) The worker shall ensure that notice is given to the employer on the first day of absence.

10. **SPECIAL PAYMENTS**

(a) An ex gratia payment of 11 cents per hour worked shall be paid to Drivers of Bulk Cement vehicles in recognition of the Drivers efforts in keeping the vehicle clean and in good condition inside and out in keeping with Company policy.

(b) Acid Allowance. When instructed by the employer to use acid for cleaning a vehicle, drivers shall be paid an acid allowance of \$2.62 per hour while using acid with a minimum payment of \$2.62 on any one occasion.

(c) Cleaning out Cement Bowls. Any Driver instructed by the employer to enter a vehicle cement tank to remove lumps or dig out cement shall be paid an allowance of \$5.30 per vehicle.

(d) The special payments under this Clause are payable in addition to ordinary wage rates but are not to be included in ordinary time rate for compilation of overtime payments.

11. **STOPWORK MEETINGS**

The Union may hold stopwork meetings which shall be in accordance with the terms of the Award. Drivers who attend such meetings and return to work as soon as practicable after the conclusion of the meeting shall be paid up to two hours for the duration of the meeting. By arrangement with the Union an employer will be permitted to retain a suitable number of drivers to carry out essential duties.

12. **TEN HOUR BREAK**

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

13. **OVERNIGHT ALLOWANCE**

Drivers who are required to be absent from their home town overnight shall be paid an out of pocket allowance of \$5.50 per night. The employer shall be responsible for all other expenses for meals and accommodation in accordance with the provisions of the Award.

14. **DISPUTES**

Any dispute that arises concerning this Agreement shall be dealt with in accordance with the provisions of section 115-116 of the Industrial Relations Act 1973.

15. **ANNUAL HOLIDAYS**

(a) Each worker shall at the end of each year of his employment, become entitled to an annual holiday of three weeks paid as required by the Holidays Act 1981.

(b) After one year current continuous service with the employer, the annual holiday provided for in sub-clause (a) of this clause shall be increased to four weeks.

16. **SAVINGS**

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. **TERM OF AGREEMENT**

This Agreement shall come into force as from the 6th day of December 1984 and shall continue in force for the currency of the New Zealand General Drivers Award which is to expire on the 5th day of October 1985.

DATED this 7th day of March 1985.

SIGNED FOR AND ON BEHALF OF:

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

R. E. Gillespie, SECRETARY

New Zealand Cement Holdings Limited

D. Campbell, DEPOT MANAGER

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.

The Court has, pursuant to section 92(2) of the Industrial Relations Act 1973, consented to the specified period for which the collective agreement is to continue in force being less than nine months from the date of registration.

(L.S.)

D. S. CASTLE
JUDGE

NOTE: This is a new agreement citing the parties hereto. The registration number has not been previously allocated.