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“The attention of all persons affected by this document is drawn to the transitional provisions concerning union membership set forth in section 17 Industrial Relations Amendment Act 1985.”

**READYMIXED CONCRETE TRUCK
DRIVERS AND EMPLOYEES MANNING
CONCRETE PUMPS — COLLECTIVE
AGREEMENT (VOLUNTARY)**

Dated 10/7/85

NOTE: See clause 15 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 Readymixed Concrete Truck Drivers and Employees Manning Concrete Pumps Dispute of Interest

between the Canterbury and Westland Drivers and their Assistants Industrial Union of Workers and Ashby Concrete and Shingle and Others Named.

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 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 10th day of July 1985.

(L.S.)

D.D. FINNIGAN
JUDGE

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 Readymixed Concrete Truck Drivers and Employees Manning Concrete Pumps Dispute of Interest

Between: Ashby Concrete & Shingle, Transport N.C. Concrete Ltd., Christchurch Ready Mix Concrete Ltd., Firth Certified Concrete Christchurch., Farrier Waimak (1984) Ltd., Mini Mix Industries Ltd., Rangiora Readymix Ltd., Isaac Concrete Ltd.,

And: The Canterbury & Westland Drivers & Their Assistants Industrial Union of Workers.

The Registrar of the Industrial 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 Industrial Court as a Collective Agreement.

Signatures of the parties:

For and on behalf of:

ASHBY CONCRETE & SHINGLE

L. INNES
AUTHORISED AGENT

TRANSPORT N.C. CONCRETE LTD.
CHRISTCHURCH READYMIX CONCRETE LTD.

R. GRANT
AUTHORISED AGENT

FIRTH CERTIFIED CONCRETE CHRISTCHURCH

F. McKENZIE
AUTHORISED AGENT

FARRIER WAIMAK (1984) LTD.

R. MERRIFIELD
AUTHORISED AGENT

MINI MIX INDUSTRIES LTD.

R. TAGGART
AUTHORISED AGENT

RANGIORA READYMIX LTD.

J.C. SMITH
AUTHORISED AGENT

ISAAC CONCRETE LTD.

M. CONNOR
AUTHORISED AGENT

CANTERBURY & WESTLAND DRIVERS & THEIR ASSISTANTS
INDUSTRIAL UNION OF WORKERS

L.M. BURNS
AUTHORISED AGENT

DATED AT CHRISTCHURCH, this 12th day of June 1985.

1. **INDUSTRY TO WHICH AGREEMENT APPLIES**

This Agreement made under the Industrial Relations Act 1973 shall apply to drivers engaged in work governed by the N.Z. General Drivers

Award in force from time to time and substantially 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 the appropriate rate 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.

3. CONCRETE INDUSTRY ALLOWANCE

(a) In recognition of 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 \$1.64 to a maximum of \$8.20 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 \$1.64 per day from the allowance for time lost by the workers through sickness, accident or the workers' own default.

4. CLEANING BOWLS

(a) Drivers required to clean inside mixing bowls shall be paid an extra \$1.64 for each hour so employed.

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

5. CONCRETE PUMP WORKERS WAGE RATES

(a) A concrete pump workers' minimum wage rates shall be \$216.75 per week.

(b) An experienced concrete pump operators' minimum wage rate shall be \$226.27 per week.

6. MEAL MONEY

The provisions of Clause 20 (Meals and Meal Allowances) of the N.Z. General Drivers Award in force from time to time shall be varied to the extent that the Employer shall provide a meal or meal money at the rate of \$3.34 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 after ten (10) hours on any day, Monday to Friday inclusive, whichever occurs first.

7. WET WEATHER CLOTHING & SAFETY FOOTWEAR

The allowance referred to in Clause 25 of the N.Z. General Drivers Award shall be increased to \$2.89 except where the employer elects to pay the 96.5 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 in force from time to time.

Where safety footwear 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 the new footwear the Employer shall be entitled to deduct from the drivers wages the sum of \$1.64 for each week of the unexpired period.

8. CONCRETE DELIVERIES

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

9. BRIDGING

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.

10. NOTIFICATION OF REQUIREMENT TO WORK ON WEEKENDS

Whenever possible, notification of the requirement to work overtime on the weekend shall be given to the driver(s) concerned by noon of the immediate preceding Friday.

11. UNDERTAKING

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

12. SCOPE

This Agreement shall apply to drivers and operators (hereinafter referred to as "Drivers") employed by any of the following Companies:— Ashby Concrete & Shingle, Transport N. C. Concrete Ltd., Christchurch Ready-Mix Concrete Ltd., Firth Certified Concrete Christchurch, Farrier Waimak (1984) Ltd., Mini Mix Industries Ltd., Rangiora Readymix Ltd., Isaac Concrete Ltd.

13. **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.

14. **DISPUTES**

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.

15. **TERM OF AGREEMENT**

Subject to the approval of the Arbitration Court this Agreement shall come into force on the 27th day of December 1984 and shall continue in force until the 5th day of October 1985.

Signatures of the parties:—

For and on behalf of:—

ASHBY CONCRETE & SHINGLE

L. INNES
AUTHORISED AGENT

TRANSPORT N. C. CONCRETE LTD)
CHRISTCHURCH READYMIX CONCRETE LTD)

R. GRANT
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M. CONNOR
AUTHORISED AGENT

CANTERBURY & WESTLAND DRIVERS & THEIR ASSISTANTS
INDUSTRIAL UNION OF WORKERS

L. M. BURNS
AUTHORISED AGENT

DATED AT CHRISTCHURCH, this 12th day of June 1985.

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 this collective agreement is to continue in force being less than nine months from the date of registration.

(L.S.)

D. D. FINNIGAN
JUDGE

NOTE: This agreement was previously known as the Christchurch Ready Mix Concrete drivers — Collective Agreement (Voluntary), dated 17/12/81, and recorded in the 1981 Book of Awards, page 12,693.