

**Please post in a conspicuous place accessible to workers**

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**AUCKLAND READY MIXED CONCRETE  
ASSOCIATION (INC.) DRIVERS —  
COLLECTIVE AGREEMENT  
(VOLUNTARY)**

**Dated 15/4/85**

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Note: See clause 14 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 Auckland Ready Mixed Concrete Association (Inc.) Drivers' Dispute of Interest between King Ready Mix; Firth Industries Limited; W. Stevenson and Sons Limited; Atlas Consolidated Limited; United Concrete Limited; Winstone Concrete Industries Limited; Ready Mixed Concrete; and the Northern (except Gisborne) Road Transport and Motor and Horse 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 15th day of April 1985.

(L.S.)

D. D. Finnigan, Judge.

Section 65 (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 the Auckland Ready Mixed Concrete Association (Inc.) Drivers' Collective Agreement between King Ready Mix, Firth Industries Limited, W. Stevenson & Sons Limited, Atlas Consolidated Limited, United Concrete Limited, Winstone Concrete Industries Limited, Ready Mixed Concrete Limited, and the Northern (except Gisborne) Motor and Horse Drivers and Their Assistants Industrial Union of Workers.

To the Registrar, Arbitration Court,  
P. O. Box 596, WELLINGTON.

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 registration by the Arbitration Court as a collective agreement.

Dated at Auckland this 18th day of January 1985.

Signed as agent on behalf of The above-listed companies:

J. A. Simpson, Authorised Agent.

Signed for and on behalf of The Northern (except Gisborne) Motor and Horse Drivers and Their Assistants Industrial Union of Workers:

T. Downey, Vice-President.

G. E. Andersen, Secretary.

## **AUCKLAND READY MIXED CONCRETE ASSOCIATION (INC.)**

### **DRIVERS' COLLECTIVE AGREEMENT**

#### **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 New Zealand General Drivers' Award employed by King Ready Mix, Firth Industries Limited, Ready Mixed Concrete Limited, W. Stevenson & Sons Limited, Atlas Consolidated Limited, United Concrete Limited, Winstone Concrete Industries Limited, in the delivery of ready mixed concrete, in the area to which this Agreement applies.

#### **WAGES**

2. (a) Except as otherwise provided in this Agreement, the rate of wages shall be the appropriate rate specified in the New Zealand General Drivers' Award for the class of vehicle driven, and service and other special payments and allowances provided in the award are to be paid in addition to the rates specified in this Agreement

(b) In addition to the rates of wages specified in sub-clause 2(a) above, each driver shall receive \$14.42 per week provided that that amount shall not be paid to any worker who does not work forty ordinary hours in the respective week, except where the worker qualifies for payment under the sick pay, bereavement leave, or stop-work meeting clauses of the relevant award or except where unusual circumstances necessitate the worker's absence and justify waiving the requirements of this provision in the first week of absence: provided further that "unusual circumstances" in the context of this sub-clause shall be taken to include:

(i) A meeting of workers on a job when the following conditions are fulfilled:

- (1) Before calling any meeting the job delegate shall make every reasonable attempt to solve the problem(s) necessitating the meeting by full discussions with management;
- (2) When the time of the meeting, its purpose and if possible its proposed duration have been decided, the delegate shall tell management and shall also contact the union office and tell the secretary or organiser;
- (3) The secretary or union organiser shall then contact the employer and confirm with the employer or vary with the employer the arrangements for the meeting.

(ii) The absence due to sickness of a worker who has no sick pay entitlement provided the worker meets the following conditions:

- (1) The worker notifies the employer before the time he would have started work, on the first day of absence;
- (2) The worker's attendance record prior to the absence is in keeping with his contractual obligations.

### **READY MIX ALLOWANCE**

3. (a) Each worker covered by this Agreement shall be paid a ready mix allowance of \$3.20 per day.

(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 allowance for time lost by the worker through sickness, accident, or the worker's own default.

Note: During the negotiation of this Agreement the parties agreed to consolidate certain payments which were provided for in the superseded instrument. Those items were:

(i) An Industry allowance paid in recognition of the conditions peculiar to the ready mixed concrete industry and for the relatively unpredictable starting and finishing hours of the industry.

(ii) A payment for drivers required to clean from the inside mixing bowls.

(iii) A payment for drivers required to use acids to clean the outside of mixer units.

(iv) A laundry allowance.

(v) An hourly overtime payment.

Additionally account was taken of a claim associated with the use of all oxides.

The parties acknowledge that consolidation will not inhibit the normal performance of work associated with the consolidated items.

### **SERVICE ALLOWANCE**

4. Service allowance shall be paid as provided for in the New Zealand General Drivers' Award.

### **MEALS AND MEAL ALLOWANCES**

5. In lieu of Clause 19 of the New Zealand General Drivers' Award the following shall apply: employers shall provide a meal or pay a meal allowance at the rate of \$3.34 per meal as appropriate to each or any of the following circumstances:

(a) (1) Where a worker is required to work after 6.00 p.m. on any day of the week.

(2) Where a worker completes 11 hours of work on any day of the week.

(3) No worker shall receive a dual entitlement under paragraphs (1) and (2) of this sub-clause.

(b) (1) Where a worker is required to work on a Saturday, Sunday or statutory holiday and completes five hours' overtime on a Saturday, Sunday or statutory holiday.

(2) No worker shall receive a dual entitlement under both paragraphs (1) of sub-clause (a) and paragraph (1) of sub-clause (b) of this clause.

### **BRIDGING**

6. Where a driver who has been terminated or has resigned is re-engaged by the same employer within four calendar months, that driver's service will be counted as continuous for the purpose of the following service related benefits:

(i) Service pay; (ii) Annual holidays; (iii) Long service leave.

### **UNION FEES**

7. The employer, by arrangement with the union and with the written authority of the workers concerned shall deduct union fees weekly from wages of union members and such fees shall be paid to the union office quarterly.

## NOTIFICATION OF REQUIREMENT TO WORK ON WEEKEND

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

## DELEGATES' MEETINGS

9. Delegates shall be permitted to attend meetings as follows:

(a) Where the meetings concern only the ready mixed concrete industry, one delegate from each plant may attend two per year.

(b) Where the meetings are not specifically concerned with the ready mixed concrete industry, but may be general meetings of union delegates or seminars, one delegate from each company party to this Agreement may attend two per year in addition to the two specified in sub-clause (a) above.

(c) Delegates attending meetings under sub-clauses (a) and (b) above, shall be paid to a maximum of four hours at ordinary pay on each occasion, provided that:

(1) The union shall give at least two weeks' notice in writing to the Association of its intention to hold each meeting;

(2) Proof of attendance is provided to the employer by the delegate.

(d) Where the delegate requires a stop-work meeting to be held following his return to work, the following procedure will apply:

(1) Notification will be given to the Association so that a mutually suitable time can be arranged.

(2) Such stop-work meeting is to include all ready mix drivers employed by all members of the Association.

## WET WEATHER CLOTHING AND SAFETY FOOTWEAR

10. The following provision concerning clothing shall apply:

(a) All employers covered by this Agreement shall supply wet weather capes or coats, trousers and safety footwear or safety gumboots.

(b) **Wet Weather Clothing**—Wet weather clothing shall be issued on a loan basis and shall remain the property of the employer. Wet weather clothing shall be replaced by the employer when it is worn out or unserviceable. The employer shall be entitled to make a rateable deduction from the wages of any driver, who, having received an issue of wet weather clothing, does not account for it as required. The rate of deduction shall be that set out below in sub-clause (e) of this clause. Where the company and the worker agree, a swandri jacket (or similar) shall be issued in lieu of wet weather capes or coats.

(c) **Clothing**—Employers shall supply only to personnel engaged in the delivery of concrete, two pairs of shorts or long trousers and two shirts after three months' service with the same employer with the right to insist on wear and care of the articles. Such clothing shall be replaced by the employer on production of worn out or unserviceable articles. The clothing shall remain the property of the driver, but on termination of employment, the employer shall be entitled to make a rateable deduction on the basis set out below in sub-clause (e) of Clause 10.

(d) **Safety Footwear**—Safety footwear provided shall be replaced by the employer when it is worn out or unserviceable (but not more often than at yearly intervals, except in exceptional circumstances). The safety footwear shall remain the property of the driver and it shall be a condition of employment that the safety footwear provided shall be worn at all times during working hours. Notwithstanding the foregoing, on termination of employment, the employer shall be entitled to make a rateable deduction on the basis set out below in sub-clause (e) of Clause 10.

(e) **Rate of Deduction for Clothing, Wet Weather Clothing & Safety Footwear**—The rate of deduction referred to above in sub-clauses (b), (c) and (d) of Clause 10 shall be:

- (i) 90 percent of the value of the article(s) if a driver leaves within one month of the date of issue.
- (ii) 80 percent of the value of the article(s) if a driver leaves within two months of the date of issue.
- (iii) 70 percent of the value of the article(s) if a driver leaves within three months of the date of issue.
- (iv) 50 percent of the value of the article(s) if a driver leaves within six months of the date of issue.
- (f) Hand towels shall be supplied at all depots.
- (g) The employer shall make available rubber aprons and goggles where drivers are required to use acids to clean the outside of mixer units.
- (h) Ear muffs, eye goggles and overalls shall be provided for drivers cleaning inside mixing bowls.

### **CONCRETE DELIVERIES**

11. When it is not possible for drivers to deliver concrete from their employer's premises, they will on all occasions deliver from designated member plants.

### **SCOPE OF AGREEMENT**

12. This Agreement shall operate throughout all that portion of the North Island bounded to the north by the Bethells Road from the sea to the junction of the said road with the No. 16 Main Highway at Waitakere; thence by the No. 16 Main Highway to its junction with the No. 18 Main Highway at Kumeu (and inclusive of Kumeu Township) thence by the No. 18 Main Highway to its junction with the No. 1 Main Highway at Pukeatua; thence by the No. 1 Main Highway to the Orewa River; and thence by the Orewa River to the sea; and to the south by the southern boundary of the Manukau City and the southern boundary of the Papakura Borough Council, including all boroughs and town districts therein or contiguous thereto.

### **DISPUTES**

13. Where a matter is in dispute or a matter arises 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 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 the Employers' Association and in the event of no agreement being reached, the matter shall be referred to a Disputes Committee on which the representation shall not be less than two parties nominated by the Association, and two 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 sub-clause (b) above.

(d) Failing agreement on the matter by Disputes Committee then the matter will be placed before a Committee composed of the Disputes Committee and the delegates from all member companies.

(e) Failing agreement by the Committee as in sub-clause (d) above, then the matter shall be dealt with as a dispute under the Disputes Clause of the current Award.

**TERM OF AGREEMENT**

14. This Agreement shall be deemed to have come into force on the first day of the pay week beginning on or after 10th January 1985 and shall continue in force until the 9th of November 1985.

Signed as agent on behalf of the following companies: King Ready Mix; Firth Industries Limited; Ready Mixed Concrete Limited; W. Stevenson & Sons Limited; Atlas Consolidated Limited; United Concrete Limited; and Winstone Concrete Industries Limited:

J. A. Simpson, Authorised Agent.

Signed for and on behalf of The Northern (except Gisborne) Motor and Horse Drivers and Their Assistants Industrial Union of Workers:

T. Downey, Vice-President.

G. H. Andersen, Secretary.

Dated at Auckland this 18th day of January 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.