

Please post in a conspicuous place accessible to workers

“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.”

**HAMILTON CITY READY-MIXED
CONCRETE DRIVERS—COLLECTIVE
AGREEMENT (VOLUNTARY)**

Dated 24/10/86

NOTE: See clause 10 herein for the date on which rates of wages come into force.

14470

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 Hamilton City Ready-Mixed Concrete Drivers dispute of interest between Firth Industries Limited, Ready Mixed Concrete (Hamilton) Limited, and Winstone Concrete Industries Limited and Northern 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 24th day of October 1986.

(L.S.)

J. R. P. HORN
JUDGE

Section 65

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 Hamilton Ready Mix Concrete Industry Workers Dispute of Interest between

Firth Industries Limited
Ready Mixed Concrete (Hamilton) Limited
Winstone Concrete Industries Limited

AND the Northern Road Transport and Motor and Horse 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 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 Hamilton this 2nd day of May 1986.

For and on behalf of:

FIRTH INDUSTRIES LIMITED,
READY MIXED CONCRETE LIMITED,
WINSTONE CONCRETE INDUSTRIES
PATRICK PHILLIPS, Authorised Agent.

For and on behalf of:

THE NORTHERN ROAD TRANSPORT AND
MOTOR AND HORSE DRIVERS AND
THEIR ASSISTANTS INDUSTRIAL
UNION OF WORKERS
A. J. CUNNINGHAM, Area Secretary Organiser.

**HAMILTON CITY READY MIXED CONCRETE DRIVERS'
INDUSTRY WORKERS COLLECTIVE AGREEMENT**

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 New Zealand General Drivers' Award in force from time to time and employed as drivers of ready-mixed concrete vehicles by the signatory employer parties in the area to which the Agreement applies.

2. WAGES

(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 driver 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 subclause 2 (a) above, each driver shall receive \$16.66 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 when 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; provided further that 'unusual circumstances' in the context of this subclause 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 an 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. he notifies the employer before the time he would have started work, on the first day of absence;

2. his work attendance record prior to the absence is in keeping with his contractual obligations.

(c) The agreed payment is a weekly payment and does not affect overtime rates.

3. **READY MIX ALLOWANCE**

(a) In recognition of conditions peculiar to the ready mixed concrete industry and for the relatively unpredictable starting and finishing hours of the industry each worker shall receive a daily allowance of \$4.80. This payment is to be made only to those drivers driving vehicles specifically designed for the carriage of wet ready mixed concrete.

(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, the worker's own default, or on any day on which the employer offers less than 8 hours work.

4. **CLEANING BOWLS**

(a) Drivers required to clean inside mixing bowls will be paid an extra \$2.00 for each hour while so employed. As this payment will be calculated in 15 minute increments, cleaning work must be continuous to qualify for each increment.

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

5. **CONCRETE DELIVERIES**

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

6. **NOTIFICATION OF REQUIREMENT TO WORK ON WEEKEND**

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.

7. **BRIDGING**

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.

8. **SCOPE OF AGREEMENT**

Area of Hamilton City as bounded by the Hamilton City Council boundaries as defined by the Hamilton City Council on 2 May 1986.

9. **DISPUTES**

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 (b) above.
- (d) Failing agreement on the matter by the Disputes Committee then the matter shall be dealt with as a dispute under the Disputes Clause of the current award.

10. **TERM OF AGREEMENT**

This Agreement shall come into force from Monday 2 May 1986 and shall continue in force until Saturday 31 January 1987.

ADDENDUM TO AGREEMENT

It was agreed between the parties that a swandri-type cold weather garment would be issued to workers with more than 6 months' current continuous service in accordance with the provisions laid out in a letter between the parties. These provisions have regard to each Company's in-house arrangements for provision of wet weather and protective clothing.

For and on behalf of:

FIRTH INDUSTRIES LIMITED,
 READY MIXED CONCRETE LIMITED,
 WINSTONE CONCRETE INDUSTRIES
 PATRICK PHILLIPS, Authorised Agent.

For and on behalf of:

THE NORTHERN ROAD TRANSPORT AND
 MOTOR AND HORSE DRIVERS' AND
 THEIR ASSISTANTS' INDUSTRIAL
 UNION OF WORKERS
 A. J. CUNNINGHAM, Area Secretary Organiser.

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 parties' settlement for a shortened term has the Court's consent pursuant to section 92(2) of the Industrial Relations Act 1973 and regulation 6(3) of the Wage Adjustment Regulations 1974.

(L.S.)

J. R. P. HORN
JUDGE