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**WILSONS (N.Z.) PORTLAND CEMENT
LIMITED, WHANGAREI,
STOREPERSONS—COLLECTIVE
AGREEMENT (VOLUNTARY)**

Dated 30/7/87

NOTE: See clause 5 herein for the date on which rates of wages come into force.

13166

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 Wilsons (N.Z.) Portland Cement Limited, Whangarei, Storepersons Dispute of Interest between Northern Industrial District and Hawkes Bay Province Storepersons and Packers and Warehouse Workers Industrial Union of Workers and Wilsons (N.Z.) Portland Cement.

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 30th day of July 1987.

(L.S.)

N. P. WILLIAMSON
JUDGE

Form 5

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 Wilsons (NZ) Portland Cement Limited, Whangarei, Storepersons dispute of interest between Northern Industrial District and Hawkes Bay Province Storepersons and Packers and Warehouse Workers Industrial Union of Workers and Wilsons (NZ) Portland Cement Limited.

To the Registrar of the Arbitration 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 registration by the Arbitration Court as a Collective Agreement.

Dated at Portland this 15th day of June 1987

R. Davis
Northern Industrial District
and Hawkes Bay Province
Storepersons and Packers and
Warehouse Workers Industrial
Union of Workers

W. G. Hathaway
Wilsons (NZ) Portland Cement
Limited

WILSONS (NZ) PORTLAND CEMENT LIMITED**1. WHANGAREI STOREPERSONS AGREEMENT**

Members of the Northern Industrial District and Hawkes Bay Province Storepersons and Packers and Warehouse Workers Union, employed by Wilsons (NZ) Portland Cement Limited at the Portland Works shall be covered by the Northern Industrial District and Hawkes Bay Province Storepersons and Packers and Warehouse Workers Award, provided that, where Industry provisions of the Portland Cement Workers Agreement exceed the provisions of the Northern Industrial District and Hawkes Bay Province Storepersons and Packers and Warehouse Workers Award or are not provided for therein, the Industry provisions shall apply.

The hourly rates of pay in Clause 2 of this Agreement are related to the gradings specified in the current N.I.D. Stores and Warehouse Employees Award with the rate for Storemen—Grade 2 being 31.75% margin above the Award Grade 2 rate.

2. The basic hourly rates of pay shall be:

Storemen—Grade 2 up to 4 weeks	8.4869
Storemen—Grade 3 4 weeks to 6 months	8.8064
Storemen—Grade 4 with 6 months' experience at Portland Store	9.1378
Leading Hand	9.6861

3. SPECIAL PAYMENTS

(1) A Forklift allowance of \$1.02 per hour will be paid to the designated Storeperson for driving the forklift.

(2) A Container allowance of \$3.47 per foot will be paid for containers or seafighters loaded or unloaded at the Portland Stores.

(a) This payment will be split equally between Storepersons employed by Wilsons (NZ) Portland Cement Ltd.

(b) No Storeperson shall receive part of the payment unless he is present for work that day, which must include a full 8 hour day.

(c) Any worker not prepared to work containers will not be included for a share of the payment.

(d) If a member of the Cement Workers Union is called upon to assist in the unloading of containers, he shall receive an equal share of the payment.

(e) This agreement is in no way to become a precedent.

(3) For the documentation and control of the yard pumps, \$1.81 per day will be paid to the Storeperson designated by the Head Storeperson to control the pumps for that day.

(4) For Storepersons handling dangerous acids and insecticides in bulk an allowance of 23.28 cents per hour will be paid whilst so employed.

(5) The designated Storepersons required to be involved in substantial documentation work in the following areas:

- No. 1 Store Counter
- No. 4 Store Inwards Goods
- Electrical Store

shall be paid a responsibility allowance of \$7.94 per week. This allowance will not apply to overtime, but can be pro-rated during ordinary time hours.

(6) (a) A Call Out Roster be established to provide Stores cover outside the normal hours of work.

(b) A Call Out Roster allowance of \$62.44 per week shall be paid to each Storeperson for each week he is rostered on call.

- (c) Any Storeperson actively involved in the Call Out Roster shall be reimbursed 50% of his basic telephone rental for so long as he remains actively involved in the Roster.
- (d) The Storeperson rostered on call on a Statutory Holiday shall be paid an allowance of \$7.80 in addition to the weekly roster allowance.
- (e) Rostered Storeperson called out to work on a Statutory Holiday shall receive equivalent time off in lieu for hours worked to a maximum of eight hours.
- (f) Storepersons actively involved in the Call Out Roster System shall be entitled to one additional days leave for each thirteen weeks participation additional to any annual leave entitlement.
- (g) The roster week shall commence at 7.30 a.m. Thursday of each week.
- (h) It shall be a condition of employment for Storepersons engaged after the commencement of this agreement dated 15/6/1987 to accept rostered Call Out Duties.
- (i) This Call Out Roster shall only apply to Storepersons employed at Wilsons (NZ) Portland Cement Manufacturing Plant, Portland.
- (j) This Call Out Roster clause may be cancelled on two months written notice by either party.

4. UNION MEMBERSHIP

If any adult person (other than a person who holds a certificate of exemption from union membership issued under Section 112o of the Industrial Relations Act 1973) who is not a member of a union of workers bound by this agreement is engaged or employed by an employer bound by this agreement, in any position or employment that is subject to the agreement, the person shall become a member of the union within 14 days after that person's engagement or, as the case may require, after this clause comes into force, and shall remain a member of the union so long as that person continues in the position or employment.

(EXPLANATORY NOTE IN RELATION TO EXPIRY OF UNION MEMBERSHIP CLAUSE: This clause will expire on 28 July 1989 unless it is extended pursuant to Section 101A of the Industrial Relations Act 1973.)

5. TERMS OF AGREEMENT

This agreement shall in respect of rates of remuneration come into force on the 16th December 1986, and in all other respects on date of registration, and shall continue in force until 15th December 1987.

Dated this 15th day of June 1987.

R. Davis
Union Organiser—Authorised
Agent for Northern I D and
Hawkes Bay Province Storepersons
and Packers and Warehouse
Workers Industrial Union of
Workers.

W. G. Hathaway
for Wilsons (NZ) Portland
Cement Limited
Authorised Agent.

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 one year from the date of registration.

(L.S.)

N. P. WILLIAMSON
JUDGE