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**BAY OF PLENTY READY-MIX
CONCRETE INDUSTRY
WORKERS—COLLECTIVE
AGREEMENT (VOLUNTARY)**

Dated 12/2/87

NOTE: See clause 13 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 Bay of Plenty Ready-Mix Concrete Industry Workers dispute of interest

between the Firth Industries Limited and Winstone Concrete Industries Limited and the 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 12th day of February 1987.

[L.S.]

D. D. FINNIGAN,
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 Bay of Plenty Ready Mix Concrete Industry Workers Dispute of Interest between

Firth Industries 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 abovenamed 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 22nd day of December 1986.

For and on behalf of:

FIRTH INDUSTRIES LIMITED,
WINSTONE CONCRETE INDUSTRIES

Stephen Ashby, Authorised Agent.

For and on behalf of:

THE NORTHERN ROAD TRANSPORT AND MOTOR
AND HORSE DRIVERS AND THEIR ASSISTANTS'
INDUSTRIAL UNION OF WORKERS

Neil O'Neill, Authorised Agent.

**BAY OF PLENTY READY MIXED CONCRETE DRIVERS
INDUSTRY WORKERS
MEMORANDUM OF 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 NZ General Drivers' Award dated October 22 1985, and employed as drivers by the signatory employer parties in the area to which the agreement applies.

2. WAGES

(a) Except as otherwise provided in the 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 (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 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 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 purposes 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) (i) The agreed payment is a weekly payment and does not affect overtime rates.

3. INDUSTRY 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 and pump trucks.

- (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 from time lost by the worker through sickness, accident, or the worker's own fault or on any day on which the employer offers less than 8 hours work.

4. **CLEANING BOWLS**

- (a) Drivers required to clean from 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. **DRIVERS DUTIES**

An employer may employ a worker who is substantially engaged as a ready mix driver at work outside his ordinary duties, but in such case he shall be paid not less than the award or agreement rate for such work whilst so employed. Where the worker is employed on work attracting a lower rate or allowances, he shall be paid his normal rate and allowances for the time so employed.

7. **BRIDGING**

If a driver is dismissed, but within four calendar months is re-engaged by that same employer, his continuous service with that employer at date of dismissal shall be credited to him on re-engagement.

8. **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.

9. **SCOPE OF AGREEMENT**

All of the Bay of Plenty area and those employed by the signatory parties in Tokoroa.

10. **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 Employer's 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.

11.

PROTECTIVE CLOTHING

A suitable cold weather garment shall be issued to workers with more than six months current continuous service as an alternative to wet weather clothing entitlements contained in the National Award.

Employees are required to wear and care for issued clothing and safety footwear. Failure to do so will result in disciplinary action.

12.

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 any 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 20 October 1989 unless it is extended pursuant to section 101A of the Industrial Relations Act 1973.)

13.

TERM OF AGREEMENT

This Agreement shall come into force from Monday 2nd June 1986 and shall continue in force until Saturday 28th February 1987.

For and on behalf of:

**FIRTH INDUSTRIES LIMITED,
WINSTONE CONCRETE INDUSTRIES**

Stephen Ashby, Authorised Agent.

For and on behalf of:

**THE NORTHERN ROAD TRANSPORT AND MOTOR
AND HORSE DRIVERS AND THEIR ASSISTANTS'
INDUSTRIAL UNION OF WORKERS**

Neil O'Neill, 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.]

D. D. FINNIGAN,
JUDGE.

NOTE: This document was previously known as the Bay of Plenty Ready-Mix Drivers—Collective Agreement (Voluntary). It was dated 28.10.77, and appeared in the 1977 Book of Awards, page 6801. The document number remains the same.