

FLETCHER-DOWNER-WILKINS AND DAVIES EMPLOYEES MARSDEN POWER
STATION CONTRACT—INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Auckland]

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 this 27th day of October 1965 between the Northern and Taranaki Labourers, General Workers and Related Trades Industrial Union of Workers; the Auckland Bricklayers Industrial Union of Workers; the New Zealand Carpenters, Joiners, Joiners Machinists and (except Otago and Southland) Plasterers and (except Auckland) Bricklayers and Related Trades Industrial Union of Workers; the North Island Electrical Trades Industrial Union of Workers; the Auckland Painters and Decorators Glaziers and Signwriters Industrial Union of Workers; the Auckland United Storemen and Packers and Warehouse Employees Industrial Association of Workers; the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers (hereinafter called the unions) of the one part and the contracting partnership of The Fletcher Construction Co. Ltd., Auckland, Downer and Co. Ltd., Wellington and Wilkins and Davies Construction Co. Ltd., Wellington (hereinafter referred to as the employer) of the other part, whereby it is mutually agreed by and between the parties hereto as follows:

1. That the terms, conditions, stipulations and provisions contained and set out in the Schedule hereto shall be binding upon the said parties and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed and performed, and shall not do anything in contravention of this agreement or the said terms, conditions, stipulations and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

1. This agreement shall apply to all employees, other than boilermakers, employed by Fletcher - Downer - Wilkins and Davies on the construction of the Marsden Point Power Station.

Hours of Work

2. (a) The ordinary hours of work shall be eight per day to be worked between the hours of 7.30 a.m. and 5 p.m. on five days of the week Monday to Friday both days inclusive.

(b) A meal period of not less than half an hour and not more than one hour shall be allowed for lunch each day, provided however that a worker shall not be required to work more than five hours continuously without the break for a meal. Any time worked in excess of five hours shall be paid for at half ordinary rates extra until a meal interval is allowed.

(c) A rest interval of not less than 10 minutes shall be allowed mid morning and mid afternoon without deduction of pay and also after each two hours continuous overtime provided that the overtime is to be continued after such interval.

(d) *Shift Workers*—In the event of shift work becoming necessary, the shift provisions of the awards of the unions concerned shall be deemed to be part of this agreement, and these provisions shall be applied.

Where provision is not provided in any of the awards of the unions covered by this agreement and it is necessary that shifts be worked on other than the building construction by their members, then the terms and conditions of such shift work shall be agreed between the employer and the union or unions concerned.

Failing agreement, the matter shall be dealt with as a dispute under clause 22 hereof.

Overtime

3. (a) All work done outside or in excess of the daily hours prescribed in clause 2 of this agreement shall be paid for at the rate of time and half for the first three hours and double time thereafter. Provided that (except for shift workers) any time worked between the hours of 10 p.m. and 7.30 a.m. next day shall be paid for at double time rates.

(b) Work performed on Sundays or on any of the holidays prescribed in clause (13) of this agreement shall be paid for at double rates.

(c) Any worker required to work on any Saturday, Sunday, or on any holiday shall receive not less than four hours pay at overtime rates. If five hours or more are worked, not less than eight hours shall be paid at overtime rates. Provided the worker is available to work four hours or eight hours respectively.

(d) A worker who works so much overtime between the termination of his ordinary work or shift on one day and the commencement of his ordinary work or shift on the next day that he has not at least eight consecutive hours off duty between those times shall subject to this subclause be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time (as prescribed in clause 2) occurring during such absence. If, on the instructions of the employer, such a worker resumes or continues work without having had such eight consecutive hours off duty he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(e) Work performed after 12 noon on Saturday shall be paid for at double time rates.

Wages

4. (i) The following wage rates shall apply:

	Per Hour		Per Week		
	s.	d.	£	s.	d.
(a) Carpenters and plasterers union—					
Carpenters	9	7	19	3	4
Plasterers	9	8	19	6	8
(b) Engineers union—					
Fitter	9	8	19	6	8
Fitter/welder (with Marine Department pressure ticket)	9	8	19	6	8
The above rates to be increased by 2d. per hour where the tradesman concerned possesses a Trade Certificate in fitting, turning, and machining, issued by the New Zealand Trades Certification Board.					
Pipe fitter	9	3	18	10	0
Fitters mates	8	3	16	10	0
Engineers labourers	7	9	15	10	0
Laggers	8	5	16	16	8
Motor mechanic (certificated)	9	10	19	13	4
Motor mechanic	9	8	19	6	8
(c) General labourers union—					
Concrete gang	8	5	16	16	8
Builders labourer	8	3	16	10	0
Resteel cutters and benders	8	5	16	16	8
Steel erectors, riggers	9	1	18	3	4
Operators (heavy)	9	1	18	3	4
Operators (light)	8	7	17	3	4
Dogman	8	7	17	3	4
Certificated scaffolder (other than a steel erector, rigger)	8	7	17	3	4
(d) Electrical union—					
Registered electricians	9	11	19	16	8
(e) Bricklayers union—					
Bricklayer	9	9	19	10	0
(f) Painters union—					
Spray painters and glaziers	9	7	19	3	4
Painter	9	1	18	3	4
(g) Storemans union—					
Storeman	8	3	16	10	0

(ii) *Charge Hands Allowance*—Where a worker is placed in charge of four or more workers he shall be paid 9d. per hour in addition to the scheduled rate for the time involved.

Extra Payments

5. (a) In lieu of extra payments (except as is provided in subclauses (b) and (c) hereof) an industrial allowance of 3d. per hour shall be paid to all workers for all time worked.

(b) Workers employed on oxy-acetylene, coal gas, or electric welding or cutting, except on spot or butt welding machines, for less than four hours in a day shall be paid 1s. 9d. per day extra; for more than four hours in a day 2s. 6d. per day extra. In lieu of any other payment under this subclause workers carrying out welding and burning operations in confined spaces shall be paid half ordinary

rates in addition to the ordinary or overtime rate as the case may be for the time involved. A confined space means a working place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position, or without proper ventilation, or where confinement within a limited space is productive of unusual discomfort.

(c) Any worker called upon to perform work of an unusually dangerous nature or of an unusually dirty or offensive nature shall be paid such extra rate per hour as may be agreed upon between the employer and the worker. Failing agreement the rate shall be settled by the disputes procedure under clause 22 hereof.

Tool Allowance

6. (a) All tradesmen required to provide their own tools shall be paid a tool allowance at the rate of 2d. per hour.

Every tradesman who is in receipt of a tool allowance shall provide and maintain in good order an adequate kit of tools to be available when required for work.

(b) If a tradesman is required to supply his own tools, the employer shall compensate him to the full extent of any damage to or loss of the tools caused by fire on the job and if between the time when work ceases for the day and the time when work is resumed on the job on the next or any subsequent day damage to the tools or loss of tools is caused by fire or theft, the employer shall compensate the worker to the full extent of his loss, provided that the tools have been stored by the worker in the place and in the manner directed by the employer or his representative.

(c) The employer shall be responsible for safeguarding a workers tools and/or clothing when the worker leaves his job through sickness or accident.

Clothing Allowance

7. An allowance of 1d. per hour shall be paid to all workers and an obligation shall rest upon every worker to equip himself with footwear and apparel suitable for the work he undertakes.

General Conditions

8. (a) Where overhead hazards exist protective headgear shall be provided. Where headgear is re-issued after use, the headband shall be cleaned or renewed.

(b) No worker shall be required to work on a roof or roofs which are covered with a material of a brittle nature unless and until safety precautions provided in Government regulations covering such work have been taken.

(c) Gumboots shall be provided where workers are called upon to work in water, mud slush or wet concrete 1 in. or more in depth.

(d) Workers employed on oxy-acetylene or electric welding and cutting shall be provided with goggles or helmets and gauntlets or gloves, and, when engaged on overhead work, leather aprons or full sleeve length leather jerkins shall be available.

(e) Where any Act or regulation provides for the supply of protective clothing or equipment for ensuring safe working conditions or protecting the health of workers, the employer shall provide such clothing or equipment. No worker shall be permitted to use an explosive tool such as a bolt pistol unless he has been instructed in the use and care of the device and is fully qualified to operate it.

(f) Where portable electric lights, electric drills and other portable electric equipment is in use every care will be taken to see that they are properly insulated. Workers shall immediately report to the foreman any defect in such equipment, which shall not be used again until it has been made safe.

(g) Where chipping, grinding or work of a like nature is carried out, safety goggles shall be provided.

(h) Where protective clothing or tools are supplied they shall be returned to the store when not further required and in all cases before the worker leaves his employment.

(i) Where safety gear or equipment is provided such shall at all appropriate times be used by the employees.

(j) A worker shall not be required to carry out the following work without an assistant competent to carry out emergency measures: maintenance work on lifts, or work on moving machinery, work on ladders, etc., where danger of slipping exists or work which involves the risk of electrocution.

Travelling Time

9. The following payments will be made in full and complete satisfaction of all travelling involved to and from the job, to all workers *not provided* with accommodation by the employer, and who are *not being* paid for time spent in driving to and from the contract. It is agreed that transport provided by the companies will be without charge to the workers.

1. *Area I*—This area will include all land bounded by a straight line drawn from the northern end of the bridge over the Waipu River on the main Auckland to Whangarei highway to the southern end of the first road bridge from Oakleigh on the main Whangarei to Auckland highway. Deemed to be included in this area will be all those men who travel to the contract by water. Payment will be made at the rate of 20 minutes ordinary time each way.

2. *Area II*—This area will be all those places outside of Area I, and payment will be made at the rate of 45 minutes each way, ordinary time.

Board and Lodging

10. (a) Where board and lodging is provided it shall be free of charge.

(b) Camp rules shall be observed at all times.

(c) All workers living in camp shall be paid 12s. 6d. per week to allow for return travel to their homes or places away from site and leave for this purpose shall if required by the employee be allowed after each two months continuous employment.

Terms of Employment

11. After one week's service the employment shall be deemed to be a weekly one and one week's notice shall be given by either side. In the case of hourly workers two hours' notice shall be given by either side. Provided however that the employer shall be entitled to dismiss any worker summarily for misconduct.

Payment of Wages

12. (a) Wages shall be paid not later than Thursday in each week in the employers time, except when there is a holiday on the Friday when wages shall be paid no later than Wednesday.

(b) Wages may be paid each week to the nearest 10s. and may be adjusted up or down as the case may be from week to week.

(c) Each worker shall be supplied with a statement showing details of his earnings for each pay period and any adjustments or deductions therefrom.

(d) No deduction in respect of time lost by any weekly worker shall be made from the wages payable to him except for time lost by reason of default of the worker or by reason of his illness or of any accident suffered by him.

Holidays

13. (a) The following shall be the recognised holidays which shall be paid for at ordinary rates, except when the holiday falls on a day other than an ordinary working day: New Year's Day and the day following, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day and Waitangi Day or a day in lieu thereof.

(b) The employer shall pay wages for the above holidays to all workers performing work coming within the scope of this agreement who have been employed by him at any time during the fortnight ending on the day on which the holiday occurs.

(c) (i) Where any worker covered by the Factories Act has been employed upon work coming within the scope of this agreement by more than one employer during the fortnight ending on the day on which any of the above holidays occurs, he shall be entitled to receive payment for the holiday from such one or more of those employers, and if more than one in such proportion as the Inspector of Awards determines.

(ii) Where any worker not covered by the Factories Act has been employed upon work coming within the scope of this agreement by more than one employer during the fortnight ending on the day on which any of the above holidays occurs, he shall be entitled to receive proportional payment for the holiday assessed on the basis of one tenth of an ordinary days pay for each such holiday for each day employed during the fortnight. Workers who have not been employed elsewhere during that fortnight on work coming within the scope of this agreement or who terminate their employment and are not taking up other employment during that fortnight shall, if required by the employer, declare such facts in writing and will then be paid the full holiday payment.

(d) In the event of a holiday, other than Anzac Day, falling on a Saturday or Sunday, such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.

(e) Except as otherwise provided, any work done on any of the above holidays or on Sundays shall be paid for at double time rates.

Annual Holidays

14. The provisions of the Annual Holidays Act 1944 shall apply to all workers covered by this agreement.

Meal Money

15. (a) The employer shall either provide a meal or pay 5s. 7d. per meal when workers are called upon to work one hour or later after their usual daily time of knocking off, provided such workers cannot reasonably get home for the meals.

(b) Men shall work during the regular mealtimes if required to do so by the employer, and shall be paid double time for the time so worked.

Concrete—Job and Finish

16. Where men are required to finish a concrete pour in the rain the following will apply:

(1) The employer has the right to declare whether the pour will be job and finish and if he so declares the work will be completed in the rain.

(2) A man finishing before 3 p.m. shall be allowed to leave the job and will be paid for his normal day.

- (3) A man finishing between 3 p.m. and 4 p.m. shall be paid for his normal day plus an additional one hour at the appropriate rate.
- (4) A man finishing after 4 p.m. shall be paid for his normal day or the time worked whichever is the greater plus an additional two hours at the appropriate rate.

Unqualified Preference

17. (a) Any adult person engaged or employed in any position or employment subject to this agreement shall, if he is not already a member of a union of workers bound by this agreement, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this agreement so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this agreement.

(d) Every employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this agreement.

NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.

Notification of Workers

18. If the employer is requested in writing by the secretary of the union so to do, he shall, within two weeks after receipt of such request, supply to the union a list of all the workers coming within the scope of this agreement then in his employ; but such request shall not be made to any employer at intervals shorter than four months.

Display of Agreement

19. Wherever reasonably possible, the employer shall display in a conspicuous place a copy of this agreement.

Accident

20. A modern first aid emergency case, fully equipped, shall be kept by each employer in a convenient and accessible position in every place where the inspector of the appropriate authority shall deem it necessary.

Right of Entry

21. The secretary or other authorised representative of the unions of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers or collect any fees, subscriptions, levies, or other charges payable to the union by any workers, but not so as to interfere unreasonably with the employers business.

Disputes

22. It is the essence of this agreement that in the event of any dispute arising the work of the employer shall not on any account whatsoever be impeded but shall always proceed as if no dispute has arisen. The provisions of this clause shall apply in respect of all disputes or matters likely to cause disputes occurring on the project for any reason whatsoever, except, issues, involving the safety of employees where the nature of the safety issue is of such urgency that it is not reasonably practicable to apply the following procedure.

Dispute Procedure—When a dispute or matter which is likely to give rise to a dispute occurs, the following procedure shall be followed: The union representative and/or official of the union shall discuss the dispute with the employer concerned, and both parties shall attempt to reach agreement. If the matter cannot be settled a meeting of the Conciliation Committee shall be called within seven days.

Conciliation Committee—There shall be a Conciliation Committee consisting of the parties to this agreement which shall meet as set out below to settle any disputes referred to it.

Constitution of Committee—The union representation shall be not less than four representatives from the unions party to this agreement, two of whom shall be representative of the union in the dispute.

The employer's representation shall not be less than two representatives from the employer organisations party to this agreement. If such a committee cannot reach an agreement the matter shall be referred to the Conciliation Commissioner who will decide the issue or refer it to the Court. Any party dissatisfied with any decision of the Conciliation Commissioner may appeal to the Court upon giving written notice of such appeal to the other party or parties within seven days after such decision shall have been communicated to the party desiring to appeal.

Term of Agreement

23. This agreement shall come into force on the 27th day of October 1965 and shall continue in force until the 31st day of March 1967.

In witness hereof the parties hereto have executed these presents on the day and year first above written.

Signed for and on behalf of Fletcher - Downer - Wilkins and Davies—

L. E. HERON.

Witness to above signature—R. T. Arkley.

Signed for and on behalf of the Northern and Taranaki Labourers, General Workers and Related Trades Industrial Union of Workers—

H. KAY, Secretary.

Witness to above signature—T. L. Cox.

Signed for and on behalf of the Auckland Bricklayers Industrial Union of Workers—

H. KAY, Secretary.

Witness to above signature—T. L. Cox.

Signed for and on behalf of the New Zealand Carpenters, Joiners, Joiners Machinists and (except Otago and Southland) Plasterers and (except Auckland) Bricklayers and Related Trades Industrial Union of Workers—

W. MOLINEUX.

Witness to above signature—L. E. Heron.

Signed for and on behalf of the North Island Electrical Trades Industrial Union of Workers—

J. F. TAYLOR, Branch Secretary.

Witness to above signature—T. L. Cox.

Signed for and on behalf of the Auckland Painters and Decorators, Glaziers and Signwriters Industrial Union of Workers—

G. M. HAGAN, Secretary.

Witness to above signature—T. L. Cox.

Signed for and on behalf of the Auckland United Storemen and Packers and Warehouse Employees Industrial Association of Workers—

FRANK B. WILKINS, Acting Secretary.

Witness to above signature—T. L. Cox.

Signed for and on behalf of the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers—

J. J. CRUMMEY, Secretary.

Witness to above signature—T. L. Cox.
