

WAIKATO SAND RECOVERY WORKERS – INDUSTRIAL AGREEMENT

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, and its amendments, this 22nd day of March 1973, between the Northern and Taranaki Labourers, General Workers and Related Trades' Industrial Union of Workers, and the New Zealand Engine-Drivers, Firemen, Greasers and Assistants' Industrial Union of Workers (Auckland Branch), (hereinafter referred to as "the union") of the one part, and Roose Industries Ltd., Tuakau Sands Ltd., and Winstone Ltd., (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 parties hereto, and they shall be deemed to be and are hereby declared to form part of this agreement.

2. That 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 of the said terms, conditions, stipulations and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

PERSONS TO WHOM AGREEMENT APPLIES

1. This agreement made under the Industrial Conciliation and Arbitration Act 1954, shall apply to Labourers and/or Deck Hands, Loader Drivers, Plant Operators, Crane Drivers, Dredge Operators, Ticketed Launchmen and Working Foremen, employed on sand recovery on the Waikato River by the employers, and is to be read in conjunction with the Awards governing the workers' employment.

WAGES

2. The basic rates of pay for workers covered by this agreement shall be:

	Start	After 12 Months' Continuous Service With Employer
	Cents per Hour	Cents per Hour
Labourer and/or Deck-hand	137.0	140.5
Loader Driver . . .	144.3	147.8
Plant Operator/Processor . . .	144.3	147.8
Crane Operator . . .	148.6	152.1
Dredge Operator . . .	153.0	156.5
Launch Operator . . .	160.6	164.1
Working Foreman . . .	163.8	167.3

Provided that any worker who has accrued continuous service of 12 months or more with the one employer at the date of commencement of this agreement shall be entitled to the higher rate of pay for his classification. The "after 12 months" service rate is in lieu of service allowance specified in the agreement.

CONDITIONS

3. (a) No worker covered by this agreement shall continue working during a meal break unless directed to by the employer.

(b) Meal breaks of not less than 30 minutes shall be observed at not greater than five hourly intervals, at times to be specified by the employer.

(c) The "wet place" and "over 10 h.p." rates specified in the Northern etc. Builders and General Labourers' Award, shall be paid in accordance with that Award.

(d) Wet Places – Each employer shall specify the jobs automatically accruing a wet place penal rate as provided in the Northern etc. Builders and General Labourers' Award.

(e) Work shall continue in the rain where necessary, because of the nature of the operation.

(f) Transfer of Workers — Where a worker is required by the employer to undertake duties for which a higher rate of pay is specified in this agreement, the worker, if he is employed by the hour, shall be paid at the higher rate of pay for the time occupied in those duties and if he is a weekly worker he shall be paid for the week at the higher rate of pay.

(g) Underwater Recovery — Special arrangements shall be made for any worker engaged in underwater recovery, between the worker concerned and the employer.

(h) Workers engaged in greasing operations shall on request be supplied with overalls and shall receive a dirt money payment of 6 cents per hour while so employed.

SCOPE OF AGREEMENT

4. The operation of this agreement is limited to all sand recovery work performed by the employers on the Waikato River between Hamilton and the Elbow.

TERM OF AGREEMENT

5. This agreement shall come into force on 26 October 1972, and shall continue in force until 25 October 1973.

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

W. J. Skinner.

Witness — D. A. Milner.

Signed for and on behalf of New Zealand Engine-Drivers Firemen, Greasers and Assistants' Industrial Union of Workers (Auckland Branch):

J. Willis.

Signed for and on behalf of Roose Industries Ltd.:

H. Russell, General Manager.

Signed for and on behalf of Winstone Limited.:

B. Hardy.

Signed for and on behalf of Tuakau Sands Ltd.:

L. Leonard.