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**Ministry of Works and Development
Contract MPP-11 Coating and Wrapping
Line Pipe and Shell B.P. and Todd Oil
Services Limited Contract M006 Employees —
Collective Agreement (Voluntary)**

Dated 15/9/75

NOTE: See clause 13 herein for the date on which the rates of pay 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 Ministry of Works and Development Contract MPP-11 Coating and Wrapping Line Pipe and Shell BP & Todd Oil Services Limited Contract M006 Employees (Labourers) dispute of interest between Northern, Taranaki, Canterbury, Otago and Southland Labourers, General Workers and Related Trades Industrial Union of Workers and McConnell Dowell-Price Coatings Joint Venture.

The Industrial Commission, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Commission 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 schedule 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 Industrial Commission has hereto been affixed and the President of the Commission has hereunto set his hand, this 15th day of September 1975.

(L.S.)

G. O. Whatnall, President.

Sections 65 and 66

Regulation 9 (4)

Form 5

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 Ministry of Works and Development Contract MPP-11 Coating and Wrapping Line Pipe and Shell BP & Todd Oil Services Limited Contract M006 Employees (Labourers Agreement) dispute of interest between McConnell Dowell-Price Coatings Joint Venture and the Northern, Taranaki, Canterbury, Otago and Southland Labourers, General Workers and Related Trades Industrial Union of Workers:

To the Registrar of the Industrial Commission:

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 Industrial Commission as a collective agreement.

Dated at New Plymouth the 28th day of August 1975.

Signatures of parties:

M. Dunne, the employer.

J. Colquhoun, the Union.

SCHEDULE

1. Except where provided herein, all workers members of the above Union shall be employed under the terms and conditions of the "New Zealand Building, Quarrying, Contracting, Civil Engineering, Constructional and Allied Industries Labourers and Other Workers – Registered Collective Agreement".

WAGES

	Per Hour
2. (a) Stationary Plant Operator	\$1.90.1
Labourer	\$1.86
Other Worker	\$1.75

(b) Working Foreman and Leading Hand Allowance – A worker appointed and designated as a Leading Hand shall be paid 8c (eight cents) per hour in addition to the hourly rates of wages set out in this agreement. A worker appointed and designated as a Working Foreman shall be paid 12c (twelve cents) per hour in addition to the hourly rates of wages set out in this agreement.

(c) Wet Time – (i) A worker directed by his employer to work in the rain when it has been mutually agreed by the delegate and the employers representative that the rain constitutes an additional inconvenience shall be paid in addition to his normal wage, one half of the hourly rate for all the time so worked, and shall be supplied with adequate protective clothing.

(ii) A worker who has been working in the rain in accordance with subclause (i) above and whose clothing has become wet shall be afforded the opportunity of changing his clothes.

INDUSTRIAL ALLOWANCE

3. (i) In full satisfaction of all claims that might arise in regard to the nature of the work, location, weather and other conditions of the factories, site and work, an amount of sixteen cents shall be paid for each hour actually worked. Such payment shall not be included in holiday pay or overtime calculations.

(ii) In the event that the nature of the contract work changes significantly and that such change constituted an unusually dirty or dangerous addition to the known and established working conditions for any worker, that worker 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 a disputes committee constituted in accordance with the provisions of Clause 23 of the New Zealand Building, Quarrying, Contracting, Civil Engineering, Constructional and Allied Industries Labourers and Other Workers – Registered Collective Agreement.

OVERALLS

4. All workers covered by this agreement shall, on engagement, be supplied with two pair of overalls. Overalls shall be replaced one pair at a time on production of overalls worn out as a result of fair wear and tear but no earlier than three months after commencement of employment and not sooner than three months thereafter.

After one months' employment, clothing issued under this clause will be deemed to become the personal property of the worker.

Should a worker's employment terminate before one month, he may retain his clothing issue but shall refund the cost to the employer fair wear and tear excepted.

SAFETY BOOTS

5. All workers are required to outfit themselves with steel toed safety boots of reputable manufacture and maintain these in serviceable condition throughout the period of the Contract. The employer shall pay all workers a weekly boot allowance of 44c (forty-four cents) per week.

In the event that a worker does not outfit himself and wear safety boots then the following shall apply:

- (a) On the first occasion a warning shall be given and the delegate notified.
- (b) Should the first warning be ignored, a final warning shall be issued in the presence of the delegate and confirmed in writing to the person concerned.
- (c) Failure to observe such warning by a third offence will result in a dismissal for misconduct.

HARD HATS

6. In special areas clearly designated by the employer all workers shall wear protective head gear supplied by the employer.

PROJECT HOURS

7. All workers shall be informed of job hours on commencement of employment and shall be expected to observe same.

The accepted contract hours in the meantime shall be:

(i) Price Coatings Internal Plant -

Monday	.	.	.	.	7.30 a.m. - 4.30 p.m.
Tuesday	.	.	.	.	7.30 a.m. - 4.30 p.m.
Wednesday	.	.	.	.	7.30 a.m. - 4.30 p.m.
Thursday	.	.	.	.	7.30 a.m. - 4.30 p.m.
Friday	.	.	.	.	7.30 a.m. - 4.30 p.m.

Weekly total: 42½ hours.

(ii) McConnell Dowell External Plant -

Monday	.	.	.	.	7.30 a.m. - 5.00 p.m.
Tuesday	.	.	.	.	7.30 a.m. - 5.00 p.m.
Wednesday	.	.	.	.	7.30 a.m. - 5.00 p.m.
Thursday	.	.	.	.	7.30 a.m. - 5.00 p.m.
Friday	.	.	.	.	7.30 a.m. - 4.00 p.m.

Weekly total: 44 hours.

On alternate Saturdays a full eight hour day will be worked making a weekly total of 52 hours.

(iii) Price Coatings Hevicote Plant -

Monday	.	.	.	.	7.30 a.m. - 5.00 p.m.
Tuesday	.	.	.	.	7.30 a.m. - 5.00 p.m.
Wednesday	.	.	.	.	7.30 a.m. - 5.00 p.m.
Thursday	.	.	.	.	7.30 a.m. - 5.00 p.m.
Friday	.	.	.	.	7.30 a.m. - 4.00 p.m.

Weekly total: 44 hours.

ABSENCE FROM WORK

8. Every worker on engagement or thereafter as may be necessary from time to time will be advised of the contract hours and will be required to observe these or stand in default. The agreed procedures for dealing with absenteeism shall be as follows:

- (i) In accordance with standard rules of employment, no worker shall be absent from his place of employment during normal contract hours without first having obtained the consent of his Foreman. (Appropriate forms to be available.)
- (ii) Any request for such leave of absence to be answered promptly by management and shall be determined with due regard for (a) the reason for such leave and (b) current contract requirements.

(iii) In any instance where a worker is absent without first having obtained such permission the following shall apply.

(a) On the first occasion a warning shall be given and the delegate notified.

(b) Should the first warning be ignored, a final warning shall be issued in the presence of the delegate, and confirmed in writing to the worker concerned.

(c) Failure to observe such warnings by a third offence will result in a dismissal for misconduct.

TRAVELLING TIME

9. In full settlement of all claims for travelling time and fares all workers irrespective of the exact location of their residence shall be paid travelling time at the rate of one hour per day at normal rates.

SHIFT ALLOWANCES

10. It is accepted that shifts will be worked on this Contract.

The general conditions for shift work will be as set out in Clause 4 of the New Zealand Building, Quarrying, Contracting, Civil Engineering, Constructional and Allied Industries Labourers and Other Workers – Registered Collective Agreement with the following amendments.

(i) Shift Allowance – for all shifts – \$1.50 per shift.

(ii) Transport Allowance – Afternoon and night shift workers shall be paid a flat transport allowance of \$1.00 per shift irrespective of the exact location of their residence.

ESCALATION

11. The rates of wages in this agreement shall adjusted by the same percentage movement occurring from time to time in the New Zealand Building, Quarrying, Contracting, Civil Engineering, Constructional and Allied Industries Labourers and Other Workers – Registered Collective Agreement, (or such other award or collective agreement made to supersede that award); or by any future cost of living order or any general wage adjustment order not already in effect as at 1 August, 1975.

INCENTIVE SCHEME

12. The employer at his discretion will present to the employees representatives details of a production incentive scheme.

TERM OF AGREEMENT

13. The wages rates set out herein and all other provisions shall be deemed to have become effective on 1 August, 1975.

Subject to the provisions of Clause 11 (Escalation) the agreement shall remain in force for the balance of the contract referred to but in no case shall that period be less than twelve months.

This agreement may be amended only by mutual consent of the parties.

Signed for and on behalf of:

The Northern, Taranaki, Canterbury, Otago and Southland Labourers, General Workers and Related Trades Industrial Union of Workers:

J. Colquhoun.

McConnell Dowell-Price Coatings Joint Venture:

M. Dunne.

MEMORANDUM

The Commission has some reservations on its authority to register this agreement having regard to its general form with terms and conditions superimposed upon the collective agreement of general application. The Commission has, however, registered the document for the purposes of the Industrial Relations Act 1973 and has approved the instrument for the purposes of Regulation 14 of the Wage Adjustment Regulations 1974.

Clause 11 has been accepted as agreed to between the parties but the parties are reminded that having regard to the Wage Adjustment Regulations 1974, notably Regulation 12, any movement to align with the New Zealand Building etc. Registered Collective Agreement, would require submission to the Commission. If therefore a movement appears to be justified by reason of movement in the New Zealand Building, Quarrying, etc. Collective Agreement, then right is reserved for the parties to apply to the Commission.

(L.S.)

G. O. Whatnall, President.