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**McCONNELL DOWELL
CONSTRUCTORS LTD., LABOURERS
— COLLECTIVE AGREEMENT
(VOLUNTARY)**

Dated 29/10/79

NOTE: See clause 14 herein for the date on which rates of wages come into force

Under the Industrial Relations Act 1973
REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the McConnell Dowell Constructors Limited Southland Harbour Board Drilling and Blasting Contract Dispute of Interest between the McConnell Dowell Constructors Limited and the New Zealand Labourers' General Workers and Related Trades 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 29th day of October 1979.

(L.S.)

N. P. Williamson, Judge.

Section 65 and 66

Form 5

Regulation 9(4)

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 Southland Harbour Board Drilling and Blasting Contract dispute of interest between McConnell Dowell Constructors Limited and the New Zealand Labourers General Workers and Related Trades 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 above mentioned dispute of interest arrived at by the parties pursuant to Section 65 of the Industrial Relations Act 1973 for the registration by the Arbitration Court as a Collective Agreement.

Dated at Bluff the 3rd day of October 1979

Signatures of the parties:

M. Sheffield, Employer

A. J. Fisher, 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 - Award".

SCOPE OF AGREEMENT

2. This agreement shall only apply to workers employed by McConnell Dowell Contractors Limited who are employed on the Southland Harbour Board Drilling and Blasting Contract.

WAGES

3. Wages paid are those contained in the Award stated above.

INDUSTRIAL ALLOWANCE

4. In full satisfaction of all claims that might arise in regard to the nature of the work, location, weather and other conditions an amount of \$0.26 cents shall be paid for each hour worked.

WET TIME

5. Because of the unusual method of operation which requires some workers to get wet while working, and working in wet conditions, for those workers in allowance of one third normal rates of pay shall be paid for hours so worked.

TRAVELLING TIME

6. 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.

SHIFTS

7. Shifts shall be worked by mutual agreement under Clause 4 of the Award.

(a) Hours—

Early shift 6.00 a.m. to 3.00 p.m.

Late shift 3.00 p.m. to 12.00 p.m.

Shifts to rotate weekly

(b) Shift Allowance—

Early shift \$2.09 per shift

Late shift \$3.66 per shift

(c) Holidays—Each worker whilst employed on shift work will be entitled to one additional weeks holiday per year for each year on shift work or proportion thereof.

(d) Meal Breaks—One paid meal break of half an hour will be paid per shift.

OVERALLS

8. These shall be supplied by the employer and laundered weekly at the employers expense.

WET WEATHER GEAR ETC

9. All wet weather equipment including gumboots shall be supplied by the employer.

ESCALATION

10. The rates of wages and allowance in this agreement shall be adjusted by the same percentage movement occurring from time to time in the award, or by any future Cost of Living Order or General Wage Adjustment not already in effect as at 19th of September 1979.

The recent 4.5 percent General Wage increase effective from 3 September 1979 has been included in the allowances contained herein.

DISMISSAL PROCEDURE

11. Any employee absent without a sick note, or without prior agreement of the shift foreman, or who is late for work so that he misses the SHB launch, will on the first offence be given a verbal warning in the presence of the shift delegate and this warning so recorded.

Upon a second offence within a 4 week period, a written warning will be given and so recorded.

Any further offences within the said 4 week period will render the employee liable for dismissal without further notice.

Nothing contained herein shall prevent the employer from summarily dismissing any employee for misconduct.

DISPUTES PROCEDURE

12. In the event of a dispute, the procedure laid down in Clause 24 of the Award shall be followed. In particular the attention of both parties is drawn to Clause 24. (g) i.e. pending settlement of the dispute, work shall continue normally.

STARTING TIME

13. Further to Clause 7 of this Agreement, the SHB work launch will leave the wharf at 05.55 hours and 14.55 hours sharp for the early and late shifts respectively. Employees arriving at the wharf after these times will be subject to the dismissal procedure contained in Clause 12 of this Agreement.

The SHB launch will normally make further trips to the barge at approximately 07.30 and 16.30 hours. Employees not arriving at the wharf in time for these later trips will be regarded as absent for the day.

Employees arriving at the wharf between 05.55 hours and .730 hours for the early shift and between 14.55 hours and 16.30 hours for the late shift will be paid for those hours worked.

TERM OF AGREEMENT

14. 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 the mutual consent of the parties.

Signed for an on behalf of:

The New Zealand Labourers, General Workers and Related Trades Industrial Union of Workers: A. J. Fisher.

McConnell Dowell Constructors Limited:

M. Sheffield.

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. Having regard to prevailing circumstances 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.

The rates of remuneration determined by this collective agreement are NOT to be increased by the application of the provisions of the general increase provided by the Remuneration (General Increase) Regulations 1979.

(L.S.)

N. P. Williamson, Judge.