

Please post in a Conspicuous Place accessible to Workers

**Wilkins and Davies Employees
Portland Cement Construction
Project—Composite Agreement**

Dated 5/12/80

NOTE: See clause 8 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 Wilkins and Davies Employees Portland Cement Construction Project dispute of interest between Wilkins and Davies Construction Company Limited and New Zealand Carpenters and Related Trades Industrial Union of Workers, Northern (except Gisborne) Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers, and 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 66 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 8th day of December 1980.

(L.S.)

D. S. Castle, Judge.

Sections 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 Wilkins and Davies Employees Wilsons Portland Cement Construction Project dispute of interest between Wilkins and Davies Construction Company Limited and the New Zealand Carpenters and Related Trades Industrial Union of Workers, the Northern (except Gisborne) Road Transport and Motor and Horse Drivers and their Assistants Industrial Union, 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 abovenamed dispute of interest arrived at by the parties pursuant to section 66 of the Industrial Relations Act 1973, for registration by the Arbitration Court as a Collective Agreement.

Dated at Auckland this 14th day of November 1980.

Signed for and on behalf of The New Zealand Carpenters and Related Trades Industrial Union of Workers:

J. Baines.

Signed for and on behalf of The Northern (except Gisborne) Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers:

N. Arbidson.

Signed for and on behalf of The New Zealand Labourers, General Workers and Related Trades Industrial Union of Workers:

L. Smith.

Signed for and on behalf of Wilkins and Davies Construction Company Limited:

C. Gedye.

WILSONS PORTLAND CEMENT WORKS CONSTRUCTION PROJECT VOLUNTARY COLLECTIVE AGREEMENT

Terms of Voluntary Settlement of Collective Agreement under Sections 65 and 66 of the Industrial Relations Act 1973

The Agreement is made this 14th day of November 1980 between The New Zealand Carpenters and Related Trades Industrial Union of Workers, the Northern (except Gisborne) Road Transport and Motor and Horse Drivers and their Assistants Industrial Union, the New Zealand Labourers, General Workers and Related Trades Industrial Union of Workers (hereinafter called "the Unions") of the one part and Wilkins and Davies Construction Company Limited and its subcontractors signatories hereto (hereinafter referred to as "the Employers") of the other part.

The parties hereto mutually agree that the Contract of employment of employees engaged by the Employers shall be:

That the terms and conditions, stipulations and provisions contained and set out in the schedule hereto shall be binding upon the parties, and they shall be deemed to be and are declared to form part of this Agreement;

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 contrary to this Agreement or to its terms, conditions, stipulations and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

INDEX

Clause No.	Title
1	Contract to which Agreement Applies
2	Application of National Awards
3	Wages
4	Construction Site and Disability Allowance
5	Severance/Redundancy
6	Clothing and Footwear
7	Travelling Time
8	Term of Agreement

1. CONTRACT TO WHICH AGREEMENT APPLIES

This Agreement shall apply to all workers employed by the Employers on the Wilsons Portland Cement Construction Project.

2. APPLICATION OF NATIONAL AWARDS

Excepting as provided in this Agreement the appropriate National Awards shall apply to employees whose work falls within the scope of such Awards. Where there is a conflict between this agreement and any appropriate National Award the terms of this Agreement shall prevail.

3. WAGES

	Cents per Hour
Indentured Tradesmen	542.98
Tradesmen	527.64
Roofer	524.10
Machine Operator (grader, bulldozer, loader excavators, etc.)	502.61
Machine Operator—beginner (up to 3 months)	459.41
Truck Driver:	
Up to 2 tons	454.57
Over 2 tons and up to 10 tons	468.97
Over 10 tons and up to 14 tons	476.17
Over 14 tons and up to 20 tons	486.80
Over 20 tons and up to 28 tons	497.66
Over 28 tons and up to 34 tons	505.68
Over 34 tons	513.83
Concrete Batcher	497.07
Forklift Driver	476.17
Mobile Crane Driver:	
Under 80 ft. Jib	486.68
80 ft. Jib to 130 ft. Jib	515.48
130 ft. Jib to 180 ft. Jib	520.44
180 ft. Jib and Over	527.64
Tower Crane Operator	516.54
Roller Driver—up to 4 tons	449.38
Roller Driver—over 4 tons	474.40
Rigger/Steel Erector	525.16
Improver Rigger/Steel Erector—1st Year	482.19
Improver Rigger/Steel Erector—2nd Year	509.34
Certified Scaffolder (A worker holding a current scaffolding certificate issued under the Construction Act 1959)	525.16
Scaffolder (A worker regularly employed erecting and dismantling scaffolds for which notice of erection is necessary under the Construction Act 1959)	476.53
Licensed Drainlayer	496.83
Builders Labourer	454.57
Other Labourer (not Classified)	434.03
Chainman	484.20

The provisions of clause 27 (Industry Allowance) of the New Zealand General Drivers Award shall not apply to Drivers and Operators covered by this Agreement.

4. CONSTRUCTION SITE AND DISABILITY ALLOWANCE

An allowance of 40 cents for each hour worked shall be paid in full satisfaction of all claims that might arise in regard to the nature, location, weather and other conditions including dust applicable to construction on site

and in lieu of payments for the disabilities specified below which are currently part of other agreements and awards. This allowance shall not form part of the hourly rate for the purpose of overtime calculations:

Bridge and wharf work
 Demolition
 Depth
 Glass Wool
 Height
 Reused Boxing
 Wet Places
 Cold
 Dust
 Purlin
 Vibrators and Grinders
 Reinforcing Steel Work
 Non-structural welding
 Mechanical Plant Operator
 Asphalt or Tar Work
 Compressors, etc.
 Boxing
 Confined Places.

5. SEVERANCE/REDUNDANCY

(a) Employees with 6 months service or less shall receive \$270 on being made redundant.

(b) Employees with more than 6 months service shall receive a payment equal to 3½ percent of their ordinary plus overtime earnings while employed on the Contract. All allowances including travelling time are excluded from the calculation.

(c) Employees shall be entitled in addition to their redundancy payments to receive 50 percent of their unused sick pay to a maximum of 1 week.

(d) No employee is entitled to any payment if he leaves of his own accord or is dismissed for any reason other than redundancy.

(e) The entitlement shall not be paid out until termination.

(f) Employees transferred to other company jobs or jobs arranged by the company are not entitled to any redundancy payments, however acceptance or otherwise of another job is entirely at the discretion of the employee and if he elects not to take the job then he shall receive his full redundancy entitlement.

6. CLOTHING AND FOOTWEAR ALLOWANCE

Each employee shall be provided every 12 months with an order form by his employer to the value of \$80 for the purpose of purchasing a pair of safety boots and a warm jacket or shirt such as a swandri. This allowance is in lieu of National Award clothing and footwear provisions provided that this clause shall not relieve the employer of his obligations to comply with "Protective Clothing" provisions in appropriate National Awards.

7. TRAVELLING TIME

All employees shall be required to travel daily to their job site and shall be paid 1 hour's travel time at ordinary rates of pay. This payment is in lieu of all award travelling time provisions.

8. TERM OF AGREEMENT

This Agreement shall operate from the 17th day of October 1980 and shall continue in force for a period of 12 months until the 16th day of October 1981 and thereafter as provided by section 92 of the Industrial Relations Act 1973 as amended.

Signed for and on behalf of The New Zealand Carpenters and Related Trades Industrial Union of Workers:

J. Baines.

Signed for and on behalf of The Northern (except Gisborne) Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers:

N. Arbidson.

Signed for and on behalf of The New Zealand Labourers, General Workers and Related Trades Industrial Union of Workers:

L. Smith.

Signed for and on behalf of Wilkins and Davies Construction Company Limited:

C. Gedye.

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 66 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 1 year from the date of registration.

The Court has given its consent to the redundancy provisions contained in clause 5 for the purpose of Regulation 45C of the Wage Adjustment Regulations 1974.

(L.S.)

D. S. Castle, Judge.