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**Ministry of Works and Development  
Contract MPP41 Coating and Wrapping Line  
Pipe – Collective Agreement (Voluntary)**

Dated 12/12/80

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Note: See clause 13 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 Ministry of Works and Development Contract MPP41 Coating and Wrapping Line Pipe dispute of interest between McConnell Dowell Constructors Limited 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 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 12th day of December 1980.

(L.S.)

D. S. Castle, Judge.

Secs. 65 and 66

Form 5

Reg. 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 Ministry of Works & Development Contract MPP41 Coating and Wrapping Line Pipe dispute of interest between McConnell Dowell Constructors Limited and The Northern, Taranaki, Canterbury, Otago and Southland 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 abovementioned 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 Auckland the 14th day of November 1980.

Signatures of parties:

I. Murray (The Employer)  
L. Smith (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 Award".

## WAGES

	Cents Per Hour
2.	
(a) Labourer .....	415.2
Stationary Plant Operator .....	423.0
(b) Working Foreman and Leading Hand Allowance	

A worker appointed and designated as a Leading Hand and in charge of three or more workers shall be paid 14.5c per hour in addition to the hourly rates of wages set out in this Agreement. A worker appointed and designated as a Leading Hand and in charge of six or more workers shall be paid 22.2c per hour in addition to the hourly rates of wages set out in this Agreement.

## (c) Wet Time

(i) Should it become necessary for an employee to work in the rain, he shall be paid in addition to his normal wage one half of the hourly rate for the time so worked and he shall be supplied with adequate protective clothing.

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

(iii) This does not infer that a worker will be required to work in the rain on unnecessary work.

## INDUSTRIAL ALLOWANCE

3. (a) 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 25c shall be paid for each hour actually worked. Such payment shall not be included in holiday pay or overtime calculations.

(b) In the event that the nature of the contract work changes significantly and that such change constitutes 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 Award.

## 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 month's 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 98c per week.

In the event that a worker does not outfit himself and wear safety boots then the Union and the Employer will meet and agree a mutually acceptable system of warning the Employee.

### 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. The hours of work shall be in accordance with the New Zealand Building, Quarrying, Contracting, Civil Engineering, Constructional and Allied Industries Labourers and Other Workers Award.

### ABSENCE FROM WORK

8. If absenteeism becomes prevalent the Union and the Employer will meet and agree a mutually acceptable system of warning the Employee.

### SHIFT ALLOWANCES

9. 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 Award.

### ESCALATION

10. The rates of wages in this Agreement shall be 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 Award, (or such other Award or Collective Agreement made to supercede that Award); or by any future cost of living order or any general wage adjustment order not already in effect as at 17 October 1980, excluding the increase in the Award that is to be negotiated in the immediate future.

### REDUNDANCY

11. Details of redundancy payments are to be agreed between the Union and the Employer prior to any employee being made redundant.

### SERVICE PAYMENT

12. Service Payments shall be in accordance with the New Zealand Building, Quarrying, Contracting, Civil Engineering, Constructional and Allied Industries Labourers and Other Workers Award, ie 17c per hour worked.

### TERM OF AGREEMENT

13. The wages rates set out herein and all other provisions shall be deemed to have become effective on 1 November 1980.

Subject to the provisions of Clause 10 (Escalation) the Agreement shall remain in force for the balance of the Contract referred to, or twelve months, whichever occurs earlier in time.

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.

L. Smith

McConnell Dowell Constructors Ltd.

I. Murray

#### 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 1980.

(L.S.)

D. S. Castle, Judge