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**Waikato Sand Recovery Workers —
Composite Agreement**

Dated 11/6/80

Note: See Clause 7 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 Waikato Sand Recovery Workers dispute of interest between Winstone (Auckland) Limited; Roose Industries Limited and Tuakau Sands Limited and New Zealand Labourers, General Workers and Related Trades Industrial Union of Workers and New Zealand Engine Drivers, Firemen, Greasers and their Assistants 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 11th day of June 1980.

(L. S.)

D. S. Castle, Judge.

Section 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 Waikato Sand Recovery Workers' Composite Agreement between Winstone (Auckland) Limited, Roose Industries Limited and Tuakau Sands Limited and New Zealand Labourers' General Workers and Related Trades' Industrial Union of Workers, and N.Z. Engine Drivers', Firemen, Greasers' and their Assistants' Industrial Union of Workers (Auckland Branch).

To the Registrar, Arbitration Court, Wellington.

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 66 of the Industrial Relations Act 1973, for registration by the Arbitration Court as a collective agreement.

Dated at Auckland this 28th day of May 1980.

Signed for and on behalf of Winstone (Auckland) Limited, Roose Industries Limited and Tuakau Sands Limited, A. R. Drake, Authorised Agent for Employers.

Signed for and on behalf of the New Zealand Labourers' General Workers and Related Trades' Industrial Union of Workers (Northern Branch), L. Smith.

Signed for and on behalf of the N.Z. Engine Drivers', Firemen, Greasers' and their Assistants' Industrial Union of workers (Auckland Branch), G. Hogarth Authorised Agent.

WAIKATO SAND RECOVERY WORKERS' COMPOSITE AGREEMENT

This Composite Agreement made in pursuance of the Industrial Relations Act 1973, and its amendments, this 28th day of May 1980, 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 (Auckland) 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 Relations Act 1973, 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 and agreements governing the workers' employment.

WAGES

2. (a) The basic rates of pay for workers covered by this Agreement shall be:

Labourer and/or Deck Hand	358.9c per hour
Loader Driver	381.2c per hour
Plant Operator/Processor	381.2c per hour
Crane Operator	388.1c per hour
Dredge Operator	395.5c per hour
Launch Operator	407.8c per hour
Working Foreman	413.0c per hour.

(b) Service Allowance

On completion of one year of continuous service with the same employer a worker shall be paid an allowance of 13 cents per hour.

After two years' continuous service with the same employer, a worker shall be paid a further 2 cents per hour making a total allowance of 15 cents per hour.

After three years' continuous service with the same employer, a worker shall be paid a further 2 cents per hour making a total allowance of 17 cents per hour.

After four years' continuous service with the same employer, a worker shall be paid a further one cent per hour making a total allowance of 18 cents per hour.

After five years' continuous service with the same employer, a worker shall be paid a further one cent per hour making a total allowance of 19 cents per hour.

The allowances prescribed in this subclause shall be paid in addition to the wage rates in subclause (a) above and shall count in the calculation of overtime rates.

CONDITIONS

- (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' rates specified in the New Zealand 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 New Zealand Builders and General Labourers' Award.
- (e) Because of the nature of the operation, work shall continue where necessary, irrespective of the weather conditions.
- (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 be supplied with overalls and shall receive a dirt money payment of 9.4 cents per hour while so employed.
- (i) Notwithstanding Clause 1 of this Agreement, provisions concerning safety footwear or a payment in lieu thereof contained in any other collective agreement or award shall have no application to workers covered by this agreement.

Safety Footwear: one pair of approved safety footwear shall be provided to each worker per year or an allowance of 90 cents per week shall be paid in lieu thereof.

In the event of the worker's employment being terminated within the periods set out below, the employer may deduct from any wages due to any such worker, the appropriate percentage of the cost of the footwear supplied:—

Up to three months	75 per cent
Over three months and up to six months	50 per cent
Over six months and up to nine months	25 per cent
Over nine months	Nil.

For the purpose of this paragraph the deductions stated above shall be determined by reference to the date of the last issue of safety footwear to the worker.

Safety footwear provided shall be replaced by the employer when it is worn out or unserviceable (but not more often than at yearly intervals).

- (j) On request a pair of goggles shall be made available to a worker on a loan basis and shall remain the property of the employer.
- (k) The time occupied by any worker directed by the employer to work during his meal period shall be treated as overtime and paid for at double time rates.

REDUNDANCY

4. The employer shall advise the Union of any impending redundancy prior to issuing notice of termination to the affected workers.

SCOPE OF AGREEMENT

5. 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.

GENERAL WAGE INCREASE

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

TERM OF AGREEMENT

7. This Agreement insofar as the provisions relating to the rates of remuneration are concerned shall come into force on the first day of the pay week commencing on or after 30 November 1979, and insofar as all other provisions are concerned, it shall come into force on the day of the date hereof and shall continue in force until 29 November 1980.

New Zealand Labourers', General Workers' and Related Trades' Industrial Union of Workers (Northern Branch), L. Smith.

Roose Industries Ltd., H. T. Russell.

Winstone (Auckland) Ltd., B. A. Hardy.

Tuakau Sands Limited, L. Leonard.

The N.Z. Engine Drivers', Firemen, Greasers' and their Assistants' Industrial Union of Workers (Auckland Branch), G. H. Andersen.

MEMORANDUM

The parties to this Agreement wish to record that on the 14th day of July 1980 or other agreed date during the currency of the collective agreement, a working party consisting of union and employer representatives will meet to consider the adequacy of the Agreement in its present form.

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 82(9) 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 following statement is recorded at the request of the parties:

“The parties to this Agreement wish to record that on the 14th day of July 1980 or other agreed date during the currency of the collective agreement, a working party consisting of union and employer representatives will meet to consider the adequacy of the Agreement in its present form”.

(L. S.)

D. S. Castle, Judge.