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**Southland Harbour Board No. 8 Berth Wharf
Retaining Structure Contract – Collective
Agreement (Voluntary)**

Dated 16/2/81

NOTE: See clause 11 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 Southland Harbour Board No 8 Berth Wharf Retaining Structure Contract dispute of interest between McConnell Dowell Constructors Limited and the New Zealand Labourers, General Workers and Related Trades Industrial Union of Workers and the New Zealand Carpenters 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 16th day of February 1981.

(L.S.)

D. S. Castle, Judge

Sections 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 Southland Harbour Board No. 8 Berth Wharf Retaining Structure Contract dispute of interest between McConnell Dowell Constructors Limited and the New Zealand Labourers, General Workers and Related Trades Industrial Union of Workers and the New Zealand Carpenters 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 66 of the Industrial Relations Act 1973 for the registration by the Arbitration Court as a Collective Agreement.

Dated at Auckland the 19th day of December 1980.

Signatures of the Parties

I. Murray (The Employer)

C. J. Fisher (The Labourers Union)

R. H. Anderson (The Carpenters Union)

SCHEDULE

1. Except where provided herein, all workers, members of the above Unions 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 and The New Zealand (with exceptions) Building and Related Industries Tradesmen and Other Workers – Award.

SCOPE OF AGREEMENT

2. This agreement shall only apply to workers employed by McConnell Dowell Constructors Limited who are employed on the Southland Harbour Board No. 8 Berth Wharf Retaining Structure Contract.

WAGES

3. Wages paid are those contained in the Awards 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 \$0.80 cents shall be paid for each hour worked. This allowance is to cover work or conditions which may be unpleasant, but is not to cover situations which are deemed to be unsafe after consultation between the Employer and the Union. This allowance supercedes special payments in the above Awards relating to the work.

TRAVELLING TIME

5. 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.

OVERALLS

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

BOOTS

7. In lieu of the boot allowance provided for in the Awards, workers shall wear steel toe cap safety boots to be provided by the employer. Boots shall be replaced by the employer when they are worn out or unserviceable but not more often than at six monthly intervals. Notwithstanding the foregoing, the employer shall be entitled to deduct from wages owing 90% of the value of the boots if an employee leaves within one week of starting or date of issue of boots, 80% of the value of the boots if an employee leaves within two weeks of starting or date of issue of boots, 70% of the value of the boots if an employee leaves within three weeks of starting or date of issue of boots, 50% of the value of the boots if an employee leaves within three months of starting or date of issue of boots.

JACKETS

8. On the commencement of employment one Swandri jacket or similar will be made available to each worker. This jacket will remain the property of the employer and will only be replaced in the event that the jacket is rendered un-serviceable by on the job damage or fair wear and tear. In this event the worker concerned must produce the damaged bush shirt before a replacement will be issued.

COMPLETION/SEVERANCE PAYMENT

9. A completion/severance payment of \$11.35 per week will accrue to each man for the number of weeks that he works on the Contract. For the purpose of this clause the Contract commencement date shall be 3 November 1980. Provided he is severed by the Company and is not found alternative employment, the amount accrued will be paid to him at the date of his severance. If the man leaves of his own accord or is dismissed, he shall not receive payment of this allowance. If the man is found alternative employment with the Company he shall receive two thirds of this allowance.

ESCALATION

10. The rates of wages and allowances in this Agreement shall be adjusted by the same percentage movement occurring from time to time in the Awards, or by any future Cost of Living Order or General Wages Adjustment not already in effect as at 3 November 1980. The Industrial Allowance and Completion/Severance Payment contained in this Agreement have already been adjusted by the recent renegotiation of the Awards and are current as at 18 November 1980.

TERM OF AGREEMENT

11. The Agreement shall commence from 3 November 1980 and shall remain in force for the balance of the Contract referred to but in no case shall that period be less than twelve months. It is implicitly understood between the Unions and the Employer that there will be no changes in this Agreement during the term other than those provided for herein. This Agreement may be amended only by the mutual consent of the Parties.

Signed for and on behalf of:

The New Zealand Labourers, General Workers and Related Trades Industrial Union of Workers	C. J. Fisher
The New Zealand Carpenters and Related Trades Industrial Union of Workers	R. H. Anderson
McConnell Dowell Constructors Limited	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 66 of the Industrial Relations Act 1973.

The Court has given its consent to the redundancy provisions contained in clause 9 for the purpose of Regulation 45C of the Wage Adjustment Regulations 1974.

(L.S.)

D. S. Castle, Judge