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**James Hardie and Company Proprietary
Limited Auckland Security Officers –
Collective Agreement (Voluntary)**

Dated 3/6/81

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 James Hardie and Company Proprietary Limited Auckland Security Officers Dispute of Interest between the Northern Caretakers, Cleaners, Lift Attendants and Watchmens Industrial Union of Workers and James Hardie and Company Proprietary Limited Auckland.

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 3rd day of June 1981.

(L.S.)

N. P. Williamson, Judge

Sec. 65

Form 5

Reg. 9 (4)

Under the Industrial Relations Act 1973

SUBMISSIONS OF VOLUNTARY SETTLEMENT FOR REGISTRATION

In the matter of the Industrial Relations Act 1973 and in the matter of James Hardie & Coy Pty Limited, Auckland and Security Officers dispute of interest between the Northern Caretakers, Cleaners, Lift Attendants and Watchmen's Industrial Union of Workers, and James Hardie & Coy Pty Limited, Auckland.

To: the Registrar of the Arbitration Court of New Zealand – 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 registration by the Arbitration Court as a Collective Agreement.

Dated at Auckland this thirteenth day of April 1981.

For and on behalf of The Northern Caretakers, Cleaners, Lift Attendants & Watchmens' Industrial Union of Workers.

D. R. Clarke, Secretary

For and on behalf of James Hardie & Coy Pty Limited, Auckland

C. H. Ding, Personnel Manager

JAMES HARDIE & COY PTY LIMITED, AUCKLAND SECURITY
OFFICERS COLLECTIVE AGREEMENT

Clause

No.	Title
1	Application of Agreement
2	Hours of Work
3	Overtime
4	Wages
5	Shift Allowance
6	Meal Money
7	Night Shift Travelling Expense Allowance
8	Term of Agreement
9	Matters Not Provided

APPLICATION OF AGREEMENT

1. This Agreement shall apply to Security Officers employed by James Hardie & Coy Pty Limited, Penrose, Auckland.

HOURS OF WORK

2. (a) Day Workers

An ordinary week's work for permanent day workers shall not exceed forty (40) hours, and an ordinary day's work shall not exceed eight (8) hours between the hours 7.30am and 5.00pm Monday to Friday inclusive.

(b) Shift Workers

Shifts may be worked during any part of the day or night on any day of the week. The ordinary hours of work for shift workers shall not exceed forty (40) per week, or eight (8) per shift (inclusive of crib time).

Shift workers employed on Saturday as part of their ordinary 40 hour week shall be paid the following penal rates in addition to the ordinary 40 hour week shall be paid the following penal rates in addition to the ordinary rates:

(i) For the first three (3) hours worked, half ordinary time rates, and

(ii) For the time worked in excess of three (3) hours, ordinary time rate.

Shift workers employed on Sunday as part of their ordinary 40 hour week shall be paid ordinary time rate in addition to their ordinary rate.

(c) As far as possible the hours of work for workers shall be continuous from the time of starting work, save the intervals for meals which shall be thirty (30) minutes.

(d) Definitions

A "week" shall be deemed to commence at 7.00am on Sunday and finish at 7.00am the following Sunday.

A "day" shall be deemed to commence at 7.00am and finish at 7.00am, 24 hours later.

OVERTIME

3. (a) All time worked outside, or in excess of the hours prescribed in Clause 2 of this Agreement shall be paid for at the rate of time and a half for the first three hours and double time thereafter. This provision shall apply whether the continuous period so worked falls wholly within one day or partly within one day and partly within the succeeding day. Otherwise all overtime shall be calculated and paid for on a daily basis.

(b) When a worker has been requested on the previous day to work overtime

and such overtime is cancelled on the day on which it was to be worked, the worker shall be paid one hour's pay at overtime rates.

(c) A worker who is requested to work overtime on a Saturday or Sunday shall be paid a minimum of three hours at overtime rates. This shall not apply to overtime worked in conjunction with a shift.

(d) **Travelling Time**

When working overtime, any employee required to commence work after the cessation of public wheeled transport, or before the ordinary time of starting of such traffic, and any employee who may work until the cessation of public wheeled transport, shall be paid time occupied in travelling to or from his home by the most direct reasonable route, computed at the rate of thirty-two kilometers per hour, with a daily maximum of two hours at ordinary rates of pay.

WAGES

4. The following salaries will apply and include allowances in compensation for payments for interrupted or delayed meal periods, shift change-over time, and service allowance:

	At The Rate Of
Probationary Security Officer	\$10,769 p.a.
Permanent Security Officer	\$11,511 p.a.
Chief Security Officer	\$12,878 p.a.

SHIFT ALLOWANCE

5. In addition to the employees' ordinary rates of pay, shift allowance will be paid as follows:

Rotating Shifts – Day Shift (7am–3pm)	\$3.84 per shift
Afternoon shift (3pm–11pm)	\$3.84 per shift
Night shift (11pm–7am)	\$3.84 per shift

MEAL MONEY

6. The Company shall supply a suitable meal, or allow meal money at the rate of \$3.08 per meal when employees, at the completion of the ordinary eight hours are required to work more than one hour's overtime on any day, Monday to Friday inclusive. A further meal allowance will be paid for every further four and a half hours of overtime worked provided that the overtime continues beyond that period. When working overtime on a Saturday, Sunday or Public Holiday a worker is required to work for more than four and a half consecutive hours overtime, either a suitable meal shall be provided or meal money paid every four and a half hours that overtime continues, provided the employee is required to continue working after the meal interval and provided, further, that the period of four and a half hours may be varied by agreement. In such cases, reasonable meal intervals shall be paid for.

NIGHT SHIFT TRAVELLING EXPENSE ALLOWANCE

7. In addition to the shift allowance specified in Clause 5 above, a Travelling Expense Allowance of \$2.37 will be paid when working the Night Shift.

TERM OF AGREEMENT

8. The term of the Agreement shall run concurrent with the Northern Watchmen's, Security Officers' & Patrolmen's Award.

MATTERS NOT PROVIDED

9. With the exception of the matters provided for specifically herein, the Terms & Conditions of the current Northern Watchmen's, Security Officers' and Patrolmen's Award shall apply.

For and on behalf of The Northern Caretakers, Cleaners, Lift Attendants & Watchmen's Industrial Union of Workers

D. R. Clarke, Secretary

For and on behalf of James Hardie & Coy Pty Limited, Auckland

C. H. Ding, Personnel Manager

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.

(L.S.)

N. P. Williamson, Judge