

Please post in a conspicuous place accessible to workers

Wanganui Outfall Construction Project "A"—Composite Agreement

Dated 24/8/82

NOTE: See clause 10 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 Wanganui Outfall Construction Project "A" Dispute of Interest between the New Zealand Labourers, General Workers and Related Trades Industrial Union of Workers and the Wanganui Road Transport and Motor and Horse Drivers and their assistants Industrial Union of Workers and McConnell Dowell Constructors Limited.

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 24th day of August 1982.

[L.S.]

D. S. Castle, Judge

Section 66

Form 5

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 Wanganui Outfall Construction Project dispute of interest between the New Zealand Labourers General Workers and Related Trades Industrial Union of Workers (Central Branch); the Wanganui Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers and McConnell Dowell Constructors Limited.

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 registration by the Arbitration Court as a collective agreement.

Dated at Auckland this 19th day of June 1982.

Signature of the parties:

For and on behalf of The New Zealand Labourers General Workers and Related Trades Industrial Union of Workers (Central Branch)

C. B. Clayton, Secretary.

For and on behalf of The Wanganui Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers

D. G. Gray, Secretary.

For and on behalf of McConnell Dowell Constructors Limited.

D. J. L. Chetwin, General Manager.

WANGANUI OUTFALL CONSTRUCTION PROJECT AGREEMENT 'A'

TYPE AND SCOPE OF AGREEMENT

1. (a) This Agreement is made between the New Zealand Labourers General Workers and Related Trades Industrial Union of Workers (Central Branch); the Wanganui Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers (hereinafter called "the Unions") of the one part and McConnell Dowell Constructors Limited (hereinafter called "the Employer") of the other part and shall apply only to those workers who are employed by the Employer on the site of the Wanganui Outfall Construction Project and who are obliged in terms of one of the Awards listed in subclause 1 (b) hereof to become or remain a member of a Union party thereto.

(b) Except where varied by the terms of this Agreement all workers shall be employed in accordance with the minimum terms and conditions of the respective Awards. That is:

(i) The New Zealand Building, Quarrying, Contracting, Civil Engineering Constructional and Allied Industries Labourers and Other Workers Award, or

(ii) The New Zealand General Drivers Award.

In the event of any inconsistency between the provisions of this Agreement and the provisions of the above Awards the provisions of this Agreement shall prevail and in no case shall a provision of this Agreement be taken in conjunction with a corresponding or similar provision of any of the above Awards so as to create a dual entitlement.

WAGE RATES

	Cents per Hour
2. (a) Core Tradesman—(A worker who has not completed an apprenticeship but who is employed as a tradesman in any of the trades or branches of a trade covered by a Union party to this Agreement)	619.1
(b) Indentured Tradesman	637.1
(c) Trades Assistant	533.4
(d) Labourer	533.4
(e) Truck Driver—	
Over 2 tonne and up to 10 tonne	550.2
Over 10 tonne and up to 14 tonne	558.7
(f) Machine Operator	589.7
(g) Crane Driver	600.00
(h) Special Operator—(Subject to negotiation between operator and the Employer)	

SITE / SERVICE ALLOWANCE

3. In lieu of Award provisions and in full satisfaction thereof for penal or special payments which may arise with regard to the nature of the work, location, weather, skills and other conditions a site/service allowance of \$0.86 per hour worked shall be paid.

OFFSHORE ALLOWANCE

4. In addition to the site allowance stated above and in full consideration of all conditions related to work offshore employees shall be paid an allowance of \$10.00 per day worked.

Employees working offshore are deemed to be those working on floating equipment and those working on the construction and removal of the temporary jetty and on the installation of the sheet piles from this jetty. This offshore allowance shall be paid to barge crews while the barge is in the harbour providing the employees are working on the barge for a minimum period of 3 hours per day. Payment of the offshore allowance to jetty construction crews shall be made provided the employees have worked on the jetty construction for a minimum period of 3 hours per day.

TRAVELLING PROVISIONS

5. All employees shall be paid a travel allowance of 1 hour per day at ordinary time rates.

WET TIME

6. (a) Where an employee is required to work in the rain or in wet conditions produced by wind and wave action and as a result of carrying out such work the employee becomes wet then the time worked in these conditions shall be paid as wet time at a rate of time plus one-third of the hourly rate appropriate to the time. The minimum payment for wet time shall be four hours.

(b) An employee who has been working in wet conditions and whose clothing has become wet shall be afforded the opportunity of changing his clothes on site without deduction of pay.

(c) The employer shall provide drying facilities on site for drying wet clothing.

(d) Employees are expected to wear the wet weather clothing available to minimise the incidence of wet clothing.

(e) A driver or operator whose vehicle or machine provides adequate protection from the weather shall not be entitled to payment as provided in sub-clause (a).

FOOTWEAR AND PROTECTIVE CLOTHING

7. (a) Boots:

(i) Each employee shall be provided with one pair of safety boots. Such boots shall be replaced only on production by the worker of the unserviceable pair of boots.

(ii) Employees required to work in wet conditions shall be provided with one pair of non-slip safety gumboots replaceable as in (i) above.

(b) Protective Clothing—All workers shall be provided with one Swandri jacket, two pairs of jeans, two shirts and one jean jacket during the currency of his employment. Articles which have become unserviceable due to fair wear and tear shall be replaced on production of the defective article.

(c) Any worker in receipt of boots and protective clothing as described above whose employment terminates within six months of being supplied with such clothing shall have the cost of one-sixth of the total cost of the clothing deducted from his wages for every month or part thereof that his service is short of the six month period. This will not apply to workers made redundant due to completion of the work.

(d) Safety Helmet—All workers shall be issued with a safety helmet on commencement of employment and this helmet shall be worn at all times on the job.

(e) Wet Weather Clothing—The Employer shall provide on a loan basis when necessary suitable protective clothing to allow the employee to work in wet weather.

(f) Failure to wear protective clothing which is issued in the interests of employees safety may result in dismissal.

(g) Workers welding or carrying out work associated with welding in wet conditions, shall be supplied with the appropriate safety clothing on a loan basis.

ATTENDANCE

8. For those employees who are required to work Saturday or Sunday and who make themselves available for work on the site on those days an attendance sum of \$5.00 per day will be paid in recognition of such attendance.

SEVERANCE / RETENTION / REDUNDANCY

9. Each employee who remains at or available for work and performs his assigned duties in a normal manner until his employment is terminated through reduced manpower requirements on the project shall be paid a severance/retention/redundancy payment according to the following scale:

For the first six months of employment on the site or shorter period if terminated earlier a payment of \$373.00 will accrue. After the first six months a payment of 3.5 percent of actual weekly earnings for ordinary time and overtime (excluding special payments, travelling time and allowances) shall apply. For the purpose of this Agreement overtime related penal payments are not considered to form a part of actual ordinary and overtime earnings.

In addition workers who are entitled to receive the above payment will also be paid half of their unused sick leave entitlement outstanding at the date of termination.

This severance/retention/redundancy payment is made in full and final settlement of all claims for loss of service related entitlements relating to the period of employment. This payment will not apply to employees who remain in the employment of the Employer, ie who are transferred to other contracts or who are made staff employees; or to employees who leave the contract of their own volition or who are terminated for breaches of this Agreement or the conditions of their respective Awards.

All things being equal the principle of "last on first off" will apply within each category of worker employed. The Employer will endeavour to give up to four weeks advance notice of termination but in no case will the period of notice be less than two weeks.

TERM OF AGREEMENT

10. The wage rates and allowances set out herein shall operate from 18 March 1982. The Agreement shall continue in force for a period of 12 months.

For and on behalf of The New Zealand Labourers General Workers and Related Trades Industrial Union of Workers (Central Branch)

C. B. Clayton, Secretary

For and on behalf of The Wanganui Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers

D. G. Gray, Secretary

For and on behalf of McConnell Dowell Constructors Limited

D. J. L. Chetwin, General Manager.

Dated this 19th day of June 1982.

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 one year from the date of registration.

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 as amended by Regulation 3 of Amendment No. 8 (S.R. 1976/96) pursuant to Regulation 45I of the Wage Adjustment Regulations 1974, Amendment No. 20 (S.R. 1982/161).

The Court has registered the instrument after being satisfied that a complete settlement was arrived at by the parties before the commencement of the Wage Freeze Regulations 1982.

[L.S.]

D. S. Castle, Judge.