

Please post in a conspicuous place accessible to workers.

**CAPITAL SCAFFOLDING LIMITED
LABOURERS' – COLLECTIVE
AGREEMENT (VOLUNTARY)**

Dated 28/6/85

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 Capital Scaffolding Limited Labourers' Dispute of Interest between the New Zealand Labourers, General Workers' and Related Trades Industrial Union of Workers and Capital Scaffolding 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 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 28th day of June 1985.

[L.S.]

D. S. CASTLE,
JUDGE

Section 65

Form 5

Regulation 9

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 Capital Scaffolding Limited Labourers' Dispute of Interest

BETWEEN New Zealand Labourers', General Workers' and Related Trades' Industrial Union of Workers

AND Capital Scaffolding 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 65 of the Industrial Relations Act 1973, for registration by the Arbitration Court as a Collective Agreement.

Dated at Wellington this 12th day of June 1985

For and on behalf of New Zealand Labourers', General Workers' and Related Trades' Industrial Union of Workers:

S. C. O'REILLY, Authorised Agent.

For and on behalf of Capital Scaffolding Limited:

J. McKENZIE, Authorised Agent.

**MEMORANDUM OF AGREEMENT
CAPITAL SCAFFOLDING LIMITED
WAGE RATE AGREEMENT
(VOLUNTARY)**

This Collective Agreement made in pursuance of the Industrial Relations Act 1973 and its amendments this 12th day of June 1985, between the New Zealand Labourers', General Workers' and Related Trades' Industrial Union of Workers (hereinafter referred to as "the Union") of the one part and Capital Scaffolding Limited (hereinafter referred to as "the Employer") of the other part whereby it is mutually agreed by and between the parties hereto as follows:

- (i) That the terms, conditions, stipulations and provisions contained and set out below shall be binding upon the parties hereto and they shall be deemed to be, and are hereby, declared to form part of this Agreement.
- (ii) 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 but shall in all respects abide by and perform the same.

1. PERSONS TO WHOM THIS AGREEMENT APPLIES

This Agreement, made under Section 65 of the Industrial Relations Act 1973, shall apply to persons employed as scaffolders performing duties pertaining to erection and dismantling of scaffolding and allied work by the Employer and is to be read in conjunction with the New Zealand Building, Quarrying, Contracting, Civil Engineering, Constructional and Allied Industries' Labourers' and Other Workers' Award.

2. WAGES

Workers covered by this Agreement shall be paid not less than the rates set out in the Schedule attached to this Agreement.

3. APPLICATION OF AGREEMENT

The application of this Agreement is limited to all work performed by scaffolders employed by Capital Scaffolding Limited and the Agreement shall be read in conjunction with the New Zealand Building, Quarrying, Contracting, Civil Engineering, Constructional and Allied Industries' Labourers' and Other Workers' Award (such Award shall fix for the workers covered by this Agreement all other terms and conditions of employment except for those matters specified elsewhere in this Agreement).

4. TRAVELLING TIME

Workers covered by this Agreement shall receive travelling time when applicable. If a conveyance is provided for the worker by the Employer he shall not be entitled to payment for travelling time.

5. SICK PAY

After ten days' employment each worker shall be entitled to five days' sick pay calculated at the rate of his ordinary pay. Thereafter, in each subsequent year of service a further five days' sick pay will apply and shall accumulate up to a maximum of 25 days by carrying forward from one year to another any unused sick pay of up to 20 days.

6. TOOLS AND PROTECTIVE CLOTHING

(a) All tools shall be supplied and kept in proper order by the Employer.
 (b) Upon engagement workers shall be supplied by the Employer with one pair of safety boots or safety shoes which shall be worn when working. Such footwear shall be replaced by the Employer when worn out upon production of the footwear.

(c) Each worker upon engagement shall be supplied with—

- (i) two sets of overalls or two sets of jeans and jackets at the worker's request.

(NOTE—Jeans referred to in this Sub-Clause shall be of not less than 14 oz denim quality).

- (ii) A swandri bush shirt or jacket shall be supplied and replaced every 24 months to each worker who is required to work outside in cold weather.

7. EXCLUSION OF THE ECONOMIC STABILISATION (COST-OF-LIVING ALLOWANCE) REGULATIONS 1984

The rates of remuneration determined by this Agreement are not to be increased by the application of the Economic Stabilisation (Cost-of-Living Allowance) Regulations 1984.

8. TERM OF AGREEMENT

This Agreement shall come into force on the first day of the pay week commencing on or after 30 January 1985 and shall expire on 29 November 1985.

Dated this 12th day of June 1985.

Signed for and on behalf of New Zealand Labourers', General Workers' and Related Trades' Industrial Union of Workers:

S. C. O'REILLY, Authorised Agent.

Signed for and on behalf of Capital Scaffolding Limited:

J. McKENZIE, Authorised Agent.

SCHEDULE CAPITAL SCAFFOLDING LIMITED WAGE RATE AGREEMENT RATES OF PAY

(a) HOURLY RATES

The basic rates of pay for workers covered by this Agreement shall be—

	Per Hour	Per Week
(i) Scaffolder	\$7.00	\$280.00
(ii) Certified Scaffolder	\$7.50	\$300.00

The above rates include the current rate of 22.4 cents per hour Industry Service Pay.

CERTIFIED CORRECT.
 CERTIFIED CORRECT.

S. C. O'REILLY, Authorised Agent.
 J. McKENZIE, Authorised Agent.

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.

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 nine months from the date of registration.

[L.S.]

D. S. CASTLE,
JUDGE

NOTE: This is a new agreement citing the parties hereto. The Document No. 468 was previously allocated to the Auckland Private Radio Journalists—Collective Agreement (Voluntary) dated 23.3.78, and appears in the 1978 Book of Awards, page 5147. The document was superseded by Document No. 618, N.I.D. Private Radio Journalists—Award on the 6/11/79.