

Please post in a conspicuous place accessible to workers

**BERKELEY CLEANING COMPANY (N.Z.)
LIMITED LABOURERS — COLLECTIVE
AGREEMENT (VOLUNTARY)**

Dated 7/5/85

NOTE: See clause 8 herein for the date on which rates of wages come into force.

Under the Industrial Relations Act 1973
REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the Berkeley Cleaning Company (N.Z.) Limited Labourers Dispute of Interest between the New Zealand Labourers, General Workers' and Related Trades Industrial Union of Workers (Central Branch) and Berkeley Cleaning Company (N.Z.) 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 7th day of May 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 Berkeley Cleaning Company (N.Z.) Limited Labourers Dispute of Interest

BETWEEN New Zealand Labourers', General Workers' and Related Trades' Industrial Union of Workers (Central Branch)

AND Berkeley Cleaning Company (NZ) 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 8th day of March 1985

FOR AND ON BEHALF OF

New Zealand Labourers', General Workers' and Related Trades' Industrial Union of Workers (Central Branch)

S. C. O'REILLY,
AUTHORISED AGENT

FOR AND ON BEHALF OF

Berkeley Cleaning Company (NZ) Limited

D. BUTCHER,
AUTHORISED AGENT

MEMORANDUM OF AGREEMENT
BERKELEY CLEANING COMPANY (NZ) LIMITED
LABOURERS AGREEMENT
(VOLUNTARY)

This Collective Agreement made in pursuance of the Industrial Relations Act 1973 and its amendments this 1st day of February 1985 between the New Zealand Labourers', General Workers' and Related Trades' Industrial Union of Workers (Central Branch) (hereinafter referred to as "the Union") of the one part and Berkeley Cleaning Company (NZ) 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.

I. PERSONS TO WHOM THIS AGREEMENT APPLIES

This Agreement made under Section 65 of the Industrial Relations Act 1973 shall apply to persons employed as labourers performing duties pertaining to asbestos removal 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 labourers employed by Berkeley Cleaning Company (NZ) 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. **HEALTH/ASBESTOS REGULATIONS**

All work shall be performed in strict accordance to the above regulations.

5. **TRAVELLING TIME**

All workers covered by this Agreement shall be paid a minimum of one hour per day travelling time at the rate of \$5.504.

6. **HOURS OF WORK**

(a) Seven hours shall constitute a day's work in asbestos removal and all workers employed under this Agreement shall be paid for each day of seven hours as if eight hours had been worked.

(b) During any working day workers who are required to exit from any area where asbestos removal is taking place shall be allowed fifteen minutes' decontamination time.

(c) Workers bound by this Agreement may choose to forego morning and afternoon smoko breaks and where there is no cessation of work payment for half an hour at time and one half shall be paid in lieu of taking these breaks.

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 effect on the first day of the pay week commencing on or after 30 January 1985 and shall expire on 29 November 1985.

DATED this 1st day of February 1985

SIGNED FOR AND ON BEHALF OF

New Zealand Labourers', General Workers' and Related Trades' Industrial Union of Workers (Central Branch)

S. C. O'REILLY,
AUTHORISED AGENT

SIGNED FOR AND ON BEHALF OF

Berkeley Cleaning Company (NZ) Limited

D. BUTCHER,
AUTHORISED AGENT

SCHEDULE

BERKELEY CLEANING COMPANY (NZ) LIMITED

LABOURERS 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) General Labourer	528.0 cents	\$211.20

(b) **SERVICE ALLOWANCE**

All workers covered by this Agreement shall be paid a Service Allowance of 22.4 cents per hour. The Service Allowance shall form part of the wage rate for the purpose of the calculation of overtime.

(c) **OTHER ALLOWANCES**

	Per Hour
Loose Insulation	41.1 cents
Discomfort	170.0 cents

The allowances provided herein shall form part of the wage rate for the purpose of the calculation of overtime.

All other allowances which may be applicable from time to time shall be paid in accordance with the New Zealand Building, Quarrying, Contracting, Civil Engineering, Constructional and Allied Industries' Labourers' and Other Workers' Award.

(d) **MEAL MONEY**

Meal Money shall be paid in accordance with Clause 7 of the New Zealand Building, Quarrying, Contracting, Civil Engineering, Constructional and Allied Industries' Labourers' and Other Workers' Award (\$3.49).

CERTIFIED CORRECT

D. BUTCHER,
AUTHORISED AGENT

CERTIFIED CORRECT

S. C. O'REILLY,
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.

The Court observes that the term of the agreement is retrospective. In registering the agreement as submitted the Court expresses no concluded views on its validity.

(L.S.)

D. S. CASTLE,
JUDGE

NOTE: This is a new agreement citing the parties hereto. The Document No. 907 was previously allocated to Lawler Bros. Ltd and John Henderson Ltd New Plymouth, Taranaki. Painters and Decorators — Industrial Agreement, dated 24.5.70, and appears in the 1970 Book of Awards, page 4992. The document was cancelled on 16.12.83.