

Please post in a conspicuous place accessible to workers

**MANUKAU CITY COUNCIL COMBINED
TRADESMEN – COMPOSITE
AGREEMENT**

Dated 14/3/86

NOTE: See clause 9 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 Manukau City Council Combined Tradesmen Dispute of Interest

between the Manukau City Council and the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers; the New Zealand (except Canterbury and Westland) Electrical, Electronics and Related Trades Industrial Union of Workers; the New Zealand Plumbers', Gasfitters' and Related Trades Industrial Union of Workers; the New Zealand Carpenters and Related Trades Industrial Union of Workers; and the New Zealand (except Hawke's Bay, Wanganui, Westland, Otago and Southland Districts) Painters and Decorators, Glaziers and Signwriters 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 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 14th day of March 1986.

(L.S.)

D. D. FINNIGAN
JUDGE

SECTION 66

FORM 5

REGULATION (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 Manukau City Council Combined
Tradesmen's Dispute of Interest

TO: The Registrar of the Arbitration Court

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 66 of the Industrial Relations Act 1973 for registration by the Arbitration Court as a Collective Agreement.

Dated at MANUKAU CITY this 4th day of February 1986.

Signed on behalf of the Manukau
City Council

C. J. B. Dale, City Manager

Signed on behalf of the N.Z.
Engineering, Coachbuilding,
Aircraft, Motor and Related Trades
Industrial Union of Workers

J. Butterworth, Authorised Agent

Signed on behalf of the N.Z. (Except Canterbury & Westland) Electrical, Electronics & Related Trades Industrial Union of Workers

D. S. Richardson, p.p. J. P. Fisher,
Authorised Agent

Signed on behalf of the N.Z. Plumbers', Gasfitters' and Related Trades Industrial Union of Workers

G. M. Page, Authorised Agent

Signed on behalf of the N.Z. Carpenters and Related Trades Industrial Union of Workers

A. O'Neill, Authorised Agent

Signed on behalf of the New Zealand (except Hawke's Bay, Wanganui, Westland, Otago and Southland Districts) Painters and Decorators, Glaziers and Signwriters Industrial Union of Workers

G. W. Glover, Authorised Agent

**MANUKAU CITY COUNCIL
MANUKAU CITY COUNCIL TRADES STAFF COMPOSITE
AGREEMENT**

This Collective Agreement made in pursuance of the Industrial Relations Act 1973 this 1st day of November 1985 between the **MANUKAU CITY COUNCIL** (hereinafter called 'the Council' or 'the employer') of the one part and the **NEW ZEALAND (EXCEPT HAWKE'S BAY, WANGANUI, WESTLAND, OTAGO AND SOUTHLAND DISTRICTS) PAINTERS AND DECORATORS, GLAZIERS AND SIGNWRITERS INDUSTRIAL UNION OF WORKERS** and the **NEW ZEALAND CARPENTERS AND RELATED TRADES INDUSTRIAL UNION OF WORKERS** and the **NEW ZEALAND PLUMBERS', GASFITTERS' AND RELATED TRADES INDUSTRIAL UNION OF WORKERS** and the **NEW ZEALAND (EXCEPT CANTERBURY AND WESTLAND) ELECTRICAL AND ELECTRONICS AND RELATED TRADES INDUSTRIAL UNION OF WORKERS** and the **NEW ZEALAND ENGINEERING, COACHBUILDING, AIRCRAFT, MOTOR AND RELATED TRADES INDUSTRIAL UNION OF WORKERS** (hereinafter called 'the Unions') of the other part whereby it is mutually agreed by and between the said parties as set out in the following schedule.

SCHEDULE

1. PERSONS TO WHOM AGREEMENT APPLIES

This Agreement shall apply to all staff employed by the Council under coverage of the following awards:

NZ (except Hawke's Bay and Wanganui Districts and Westland and Otago and Southland) Painters and Decorators Award; NZ (with exceptions) Building and Related Industries Tradesmen and Other Workers Award; New Zealand Plumbers and Gasfitters Award; New Zealand (except Canterbury and Westland) Electrical Workers Award; New Zealand Motor Trades Employees Award; New Zealand Metal Trades Employees Award.

2. OPERATION OF AGREEMENT

This Agreement shall be read together with the terms and conditions of the respective Awards referred to in Clause 1, and insofar as there is any

inconsistency between this Agreement and the provisions of those Awards, this Agreement shall prevail over the Awards. The work coverage of the Unions will be in accordance with the work coverage in the Industry Clauses of the respective Awards.

3. HOURS OF WORK

(a) An ordinary week's work shall not exceed 40 hours, of which not more than eight hours may be worked on each day from Monday to Friday inclusive and between the hours of 7.30 am and 5 pm. The times of starting and ceasing work between these hours shall be mutually arranged in each establishment with a break of not more than one hour for lunch: Provided that in industries operating over seven days of the week the ordinary hours of work and other conditions relevant thereto may be fixed by agreement between the union and employer concerned.

(b) No worker shall be required to work more than four and a half hours continuously without an interval of at least half an hour for a meal, but if required to work during the normal meal hours he shall be paid half ordinary rate extra until an interval for a meal is allowed.

(c) Employers shall supply time sheets or time books for their workers in which the hours of work each day shall be entered by the workers. Any alteration to these records by others in authority shall be notified to the worker concerned.

(d) The above hours of work may be varied by agreement between the employers and workers, with the union's consent.

4. WAGES AND ALLOWANCES

(a) Wage Rates	Cents per Hour
Unindentured Tradesman	831.6
Trade Assistant	706.9
Special Payment Allowance	17.3

The Special Payment Allowance is payable to a worker on the completion of three months' satisfactory service.

The unindentured core rate above has been agreed to include payment for condition payments already contained within an award covered by this document.

(b) Allowances

Indentureship, and

Other qualification payments as per the respective award.

(c) Certificated Drainlayer

Any employee specifically employed as a Drainlayer and who is appropriately certificated for such work shall receive an additional weekly payment of \$4.74 whilst so employed.

5. OVERTIME

Where a worker is required to work on a Saturday, Sunday or Statutory Holiday, the worker shall receive a minimum payment of 4 hours at overtime rates prescribed in the respective award.

6. DISABILITIES

Any tradesperson who is required to work in an establishment on the same job at the same time and under the same conditions as another contractor-employed tradesperson whose Award or agreement makes a special provision or a more favourable provision than this Agreement as to payment for the

disabilities of that job then the tradesperson should be paid correspondingly, but not more than one such extra payment shall be made in respect of the same period on any job. The payment due under the terms of this clause shall apply for any time the tradesperson is engaged thereon under the same disabilities.

7. **MATTERS NOT PROVIDED FOR**

To recognise that there may be occasions which can arise where work conditions are considered by both parties to be unusual, it is mutually agreed that the matter can be negotiated.

8. **DISPUTES PROCEDURES**

In the event of a dispute arising regarding this Agreement, the normal disputes procedures contained in the respective Awards will be followed, and no hindrance or stoppage of work will take place.

9. **TERM OF AGREEMENT**

This Agreement shall be deemed to have come into force on 1 November 1985 and shall continue in force until 30 October 1986.

FOR THE UNIONS:

SIGNED ON BEHALF OF THE:

The New Zealand (except Hawke's Bay, Wanganui, Westland, Otago and Southland Districts) Painters and Decorators, Glaziers and Signwriters Industrial Union of Workers

G. W. Glover, Authorised Agent.

Date 22/1/86

NEW ZEALAND CARPENTERS AND RELATED TRADES INDUSTRIAL UNION OF WORKERS

A. O'Neill, Authorised Agent.

Date 21/1/86

NEW ZEALAND PLUMBERS', GASFITTERS' AND RELATED TRADES INDUSTRIAL UNION OF WORKERS

G. M. Page, Agent.

Date 29/1/86

NEW ZEALAND (EXCEPT CANTERBURY AND WESTLAND) ELECTRICAL, ELECTRONICS AND RELATED TRADES INDUSTRIAL UNION OF WORKERS

R. S. Richardson, p. p. J. P. Fisher, Authorised Agent.

Date 22/1/86

NEW ZEALAND ENGINEERING, COACHBUILDING, AIRCRAFT, MOTOR AND RELATED TRADES INDUSTRIAL UNION OF WORKERS

J. Butterworth, Authorised Agent.

Date 16/1/86

The Common Seal of the **MANUKAU CITY COUNCIL** was hereunto affixed in the presence of:

B. J. Curtis, Mayor.

C. J. B. Dale, City Manager.

Date 4/2/86

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, 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.)

D. D. FINNIGAN
JUDGE

NOTE: This is a new agreement citing the parties hereto. The registration number has not been previously allocated.