

**Please post in a conspicuous place accessible to workers**

“The attention of all persons affected by this document is drawn to the transitional provisions concerning union membership set forth in section 17 Industrial Relations Amendment Act 1985.”

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# **AUCKLAND CONTRACTORS BLACK TOP EMPLOYEES—COMPOSITE AGREEMENT**

**Dated 2/5/86**

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NOTE: See clause 17 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 Auckland Contractors Black Top Employees Dispute of Interest between the Northern (except Gisborne) Road Transport and Motor and Horse Drivers' and their Assistants' Industrial Union of Workers and the New Zealand Labourers, General Workers' and Related Trades Industrial Union of Workers and Emoleum (NZ) Limited, Bitumix Limited, Farmer Construction Limited, Reliable Roads Limited, London Seal Limited and Morton Brown Asphalt 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 2nd day of May 1986.

(L.S.)

D. S. CASTLE  
JUDGE.

Section 66

Regulation 9 (4)

## 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 Auckland Contractors Black Top Agreement

BETWEEN the Northern (except Gisborne) Road Transport and Motor and Horse Drivers' and their Assistants' Industrial Union of Workers

AND The New Zealand Labourers, General Workers' and related Trades Industrial Union of Workers—Northern Branch

AND Emoleum (NZ) Ltd, Bitumix Ltd, Farmer Construction Ltd, Reliable Roads Ltd, London Seal Ltd, Morton Brown Asphalt Ltd

TO: The Registrar, Arbitration Court, PO Box 596, Wellington

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 17th day of February 1986.

SIGNED FOR AND ON BEHALF OF:

Northern (except Gisborne) Road Transport and Motor and Horse  
Drivers and their Assistants Industrial Union of Workers  
J. Willis, Authorised Agent.

SIGNED FOR AND ON BEHALF OF:

The New Zealand Labourers, General Workers' and Related Trades  
Industrial Union of Workers—Northern Branch  
R. Bianchi, Assistant Secretary, Authorised Agent.

SIGNED AS AGENT ON BEHALF OF:

Emoleum (NZ) Ltd  
Reliable Roads Ltd  
Bitumix Ltd  
Farmer Construction Ltd  
Lundon Seal Ltd  
Morton Brown Asphalt Ltd

G. Cook, Authorised Agent.

**AUCKLAND CONTRACTORS BLACK TOP AGREEMENT**

**1. INDUSTRY TO WHICH AGREEMENT APPLIES**

This Agreement shall apply to Drivers and Labourers when employed as members of hotmix and chip sealing gangs. Employees who were in receipt of provisions of the expired Black Top Agreement shall continue to be covered by this renewed Agreement.

**2. SCOPE OF AGREEMENT**

This agreement will apply to the companies party to it throughout the Northern Industrial District.

**3. MATTERS NOT ELSEWHERE PROVIDED**

Drivers covered by this Agreement shall (unless otherwise provided in this Agreement) be paid in terms of the New Zealand General Drivers Award then current. Labourers (unless otherwise provided for in this Agreement) shall be paid in terms of the New Zealand Building, Quarrying, Contracting, Civil Engineering, Constructional and Allied Industries Labourers and Other Workers Award then current.

**4. STARTING ON OR BEFORE 6.30 AM**

Where no transport is provided by the employer to the nominated depot or place of work, each worker required to commence work on or before 6.30 a.m. shall be paid \$2.89 per day. Existing arrangements for transport are expected to continue.

**5. OVERALLS**

Overalls shall be provided in accordance with Clause 6 (g) of the New Zealand General Drivers Award and replaced on the basis of fair wear and

tear. The employer shall have the right to deduct the residual value of overalls issued if they are not returned when the employment terminates within six months of the date of issue of the overalls.

#### 6. **BROOMING**

Where brooming is done by rotary tractor broom for first coat sealing only (or in conditions not less onerous than brooming for first coat sealing), the broom driver shall be paid \$1.04 per hour with a minimum payment of \$4.16 per day. When other gang workers are required to work in not less onerous circumstances handling sweepings or working in the immediate vicinity of the broom, they shall receive the same payment.

#### 7. **TRAVELLING TIME**

The employers agree not to deduct the 15 minutes in the morning and evening as provided for in Clause 23 (b) of the Drivers Award but all other conditions of the Clause will apply.

The above conditions are set out in a letter dated 4 January 1973.

#### 8. **FOOTWEAR FOR HOTMIX AND CHIP SEALING GANGS**

Workers covered by this Agreement shall be supplied on commencement with one pair of safety boots. Such boots will be replaced on an annual basis (subject to fair wear and tear). Should a worker's service terminate within 12 months' of the issue of the boots he shall retain the boots but the employer may deduct from final wages, one twelfth of the initial cost for each month by which the worker's employment falls short of that 12 months.

All drivers will additionally receive the allowance in Clause 25 of the New Zealand General Drivers Award in respect of wet weather clothing.

#### 9. **DRIVERS EMPLOYED ON GANG SPRAY TRUCKS**

Drivers employed on gang spray trucks shall be paid \$3.47 per day while so employed. This payment shall apply only when spraying bitumen and emulsion.

#### 10. **SPRAYING ALLOWANCE**

Spraymen on chip sealing gangs will receive a payment of \$1.04 per hour with a minimum of 4 hours (\$4.16) while actually engaged in spraying hot bitumen. This is in addition to the 75 cents per day provided for in Clause 6 (g) of the New Zealand General Drivers Award.

#### **Spraymen Hot Mix**

Spraymen in paving gangs will receive a payment of \$1.85 per day whilst actually engaged in spraying tack coat. This payment is in addition to the 75 cents per day provided for in Clause 6 (g) of the New Zealand General Drivers Award.

#### 11. **CLOTHING**

(a) After three months' current continuous service with the same employer, workers shall be entitled to an annual clothing issue comprising:

- 3 shirts
- 4 pairs of socks
- 2 pairs of trousers

(NOTE—This issue may comprise either 2 pairs long trousers or 2 pairs of shorts or 1 pair long trousers and 1 pair shorts.)

(b) Should a worker's service terminate within 12 months of the issue of the clothing he shall retain the clothing but the employer may deduct one-twelfth of the initial cost for each month by which the worker's employment falls short of that 12 months.

12.

The parties recognise the nature of the products utilised in this industry. The union agrees that in the event of disputes arising the appropriate disputes provisions will be recognised and that work involving perishable bituminous products will be completed and that no job shall be left in an unsafe condition.

### 13. DRIVER'S LICENCE RENEWAL STICKER REIMBURSEMENT

Drivers will be reimbursed on an annual basis for the cost of their annual MOT licence renewal change. To claim the reimbursement, the driver must produce to the employer the driver's licence complete with renewal sticker.

14.

### MEDICAL EXAMINATION

If any employee who is covered by this document and who is regularly exposed to bitumen feels that the work environment is affecting his health, then on request the employer will provide a free medical check but not more regularly than once every year. If during any such medical check any condition is identified that could affect the worker in relation to his job, the worker must report that to the employer. The company shall have the right to nominate the doctor who will carry out such medical checks.

15.

### SOAP/TOWELS

Workers covered by this agreement shall be supplied on commencement with two towels. An additional towel will be supplied at 6 monthly intervals. Should a worker's service terminate within 6 months of any issue, he shall retain the towels but the employer may deduct from final wages one sixth of the initial cost of the towel(s) for each month by which the worker's employment falls short of that 6 months.

Lanolin soap will be made available in the amenities block by the employer.

16.

### DRIVERS INDUSTRY ALLOWANCE

Drivers covered by this agreement shall receive the industry allowance as provided in Clause 27 of the award except that the allowance shall count in the calculation of overtime rates.

17.

### TERM OF AGREEMENT

This agreement shall apply from the first day of the pay week commencing on or after 1 December 1985 and shall expire on the 30th day of November 1986.

Dated this 17th day of February 1986.

**SIGNED FOR AND ON BEHALF OF:**

Northern (except Gisborne) Road Transport and Motor and Horse  
Drivers' and their Assistants' Industrial Union of Workers  
J. Willis, Authorised Agent.

**SIGNED FOR AND ON BEHALF OF:**

The New Zealand Labourers, General Workers' and Related Trades  
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**SIGNED AS AGENT ON BEHALF OF:**

Emoleum (NZ) Ltd  
Reliable Roads Ltd  
Bitumix Ltd  
Farmer Construction Ltd  
Lundon Seal Ltd  
Morton Brown Asphalt Ltd

G. Cook, 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 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. S. CASTLE  
JUDGE

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