

Please post in a conspicuous place accessible to workers

**WAIKATO SAND RECOVERY
WORKERS — COMPOSITE
AGREEMENT**

Dated 19/8/86

NOTE: See clause 7 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 Waikato Sand Recovery Workers Dispute of Interest

between the New Zealand Labourers, General Workers and Related Trades Industrial Union of Workers; New Zealand Engine Drivers, Firemen, Greasers and their Assistants Industrial Union of Workers; and Winstone Concrete Industrial Limited (Quarries Division); W Stevenson and Sons Limited; and Tuakau Sands 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 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 19th day of August 1986.

(L.S.)

D. D. FINNIGAN
JUDGE

Form 5

Section 66

Regulation 9(4)

UNDER THE INDUSTRIAL RELATIONS ACT 1973SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

IN THE MATTER of the Industrial Relations Act 1973

AND IN THE MATTER of the Waikato Sand Recovery Workers Composite Agreement

BETWEEN Winstone Concrete Industries Limited (Quarries Division), W. Stevenson & Sons Ltd., and Tuakau Sands Limited

AND New Zealand Labourers, General Workers and Related Trades Industrial Union of Workers, and New Zealand Engine Drivers, Firemen, Greasers and their Assistants, Industrial Union of Workers (Auckland Branch)

To the Registrar
Arbitration Court
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 13th day of June 1986

SIGNED FOR AND ON BEHALF OF:

Winstone Concrete Industries Limited (Quarries Division), W. Stevenson & Sons Limited Tuakau Sands Limited
James R. Meyland, Authorised Agent for Employers.

SIGNED FOR AND ON BEHALF OF:

The New Zealand Labourers, General Workers & Related Trades Industrial Union of Workers

L. Smith, Authorised Agent.

SIGNED FOR AND ON BEHALF OF:

The New Zealand Engine Drivers, Firemen & Greasers & their Assistants Industrial Union of Workers (Auckland Branch)

G. Hogarth, Authorised Agent.

K. Andersen, Authorised Agent.

**WAIKATO SAND RECOVERY WORKERS
COMPOSITE AGREEMENT**

This composite agreement made in pursuance of the Industrial Relations Act 1973, and its amendments, this 13th day of June 1986 between the New Zealand Labourers, General Workers and Related Trades Industrial Union of Workers and the New Zealand Engine Drivers, Firemen, Greasers and their Assistants Industrial Union of Workers (Auckland Branch), (hereinafter referred to as "the Union") of the one part and W. Stevenson & Sons Ltd, Tuakau Sands Limited, and Winstone Concrete Industries Limited (Quarries Division), (hereinafter referred to as "the employer") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:

1. That the terms, conditions, stipulations and provisions contained and set out in the Schedule hereto shall be binding upon the parties hereto, and they shall be deemed to be and are hereby declared to form part of this Agreement.

2. 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 respectively required to be done, observed and performed and shall not do anything in contravention of this Agreement or of the said terms, conditions, stipulations and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

1. PERSONS TO WHOM AGREEMENT APPLIES

This Agreement made under the Industrial Relations Act 1973, shall apply to labourers and/or deck hands, loader drivers, plant operators, crane drivers, dredge operators, ticketed launchmen and working foremen, employed on sand recovery on the Waikato River by the employers, and is to be read in conjunction with the awards and agreements governing the workers' employment.

2.

WAGES

- (a) The basic rates of pay for workers covered by this Agreement shall be:
- | | |
|---------------------------------|----------------------|
| Labourer and/or deck hand | 642.0 cents per hour |
| Loader Driver | 692.0 cents per hour |
| Plant Operator/Processor | 692.0 cents per hour |
| Crane Operator | 692.0 cents per hour |
| Dredge Operator | 705.0 cents per hour |
| Launch Operator | 743.0 cents per hour |
| Working Foreman | 743.0 cents per hour |

(b) Service Allowance

After 6 months' continuous service with the same employer, an adult worker shall be paid an allowance of 13.5 cents per hour

After one year's current continuous service with the same employer, an adult worker shall be paid an allowance of 22.9 cents per hour.

After two year's current continuous service with the same employer, an adult worker shall be paid an allowance of 28.4 cents per hour.

After three year's current continuous service with the same employer, an adult worker shall be paid an allowance of 34.0 cents per hour.

After four year's current continuous service with the same employer, an adult worker shall be paid an allowance of 39.5 cents per hour.

After five year's current continuous service with the same employer, an adult worker shall be paid an allowance of 45.2 cents per hour.

After six year's current continuous service with the same employer, an adult worker shall be paid an allowance of 50.7 cents per hour.

(c) Qualifications

Those members of the Engine Drivers etc. Union who are employed as Launch Operators and who are required to hold a Local Launchman's Licence, shall receive an allowance of \$8.46 per week.

3.

CONDITIONS

(a) A payment of \$1.00 per hour for each hour worked shall be made to all workers covered by this Agreement in recognition that work shall proceed under all weather conditions, and because that even in normal conditions workers may suffer in their work environment from water, windblown dust, and sand.

For the purpose of clarification, the above allowance is deemed to satisfy clauses 8 (r) (Industry Allowance) and 10 (r) (Wet Places) of the New Zealand Building, Quarrying, Contracting, Civil Engineering Construction and Allied Industries Labourers and Other Workers Award.

(b) No worker covered by this Agreement shall continue working during a meal break unless directed to by the employer.

(c) Meal breaks of not less than 30 minutes shall be observed at not greater than five hourly intervals, at times to be specified by the employer.

(d) Because of the nature of the operation, work shall continue where necessary, irrespective of the weather conditions.

(e) Transfer of Workers — Where a worker is required by the employer to undertake duties for which a higher rate of pay is specified in this Agreement, the worker, if he is employed by the hour, shall be paid at the higher rate of pay for the time occupied in those duties and if he is a weekly worker he shall be paid for the week at the higher rate of pay.

(f) Underwater Recovery — Special arrangements shall be made for any worker engaged in underwater recovery, between the worker concerned and the employer.

(g) Workers engaged in greasing operations shall be supplied with overalls and shall receive a dirt money payment of 15.8 cents per hour while so employed.

(h) Notwithstanding Clause 1 of this Agreement, provisions concerning safety footwear or a payment in lieu thereof contained in any other collective agreement or award shall have no application to workers covered by this Agreement.

All workers covered by this Agreement shall be supplied where practicable on commencing employment with one pair of leather steel-capped safety boots or shoes. Safety footwear shall be worn at all times by the worker. Replacement of such issue shall be on the basis of fair wear and tear and on the production of such footwear when worn out or unserviceable.

In the event of the worker's employment being terminated within the periods set out below, the employer may deduct from any wages due to any such worker, the appropriate percentage of the cost of the footwear supplied:

Up to three months	75 per cent
Over three months and up to six months	50 per cent
Over six months and up to nine months	25 per cent
Over nine months.....	Nil

For the purpose of this paragraph the deductions stated above shall be determined by reference to the date of the last issue of safety footwear to the worker.

(i) On request a pair of goggles shall be made available to a worker on a loan basis and shall remain the property of the employer.

(j) The time occupied by any worker directed by the employer to work during his meal period shall be treated as overtime and paid for at double time rates.

4. **REDUNDANCY**

All employees to be declared redundant will receive not less than four weeks' notice of the termination of their employment and the union will be advised prior to the issuing of such notices.

5. **STOP-WORK MEETINGS**

During the term of this Agreement workers shall be entitled to attend two stop-work meetings each of two hours maximum duration, without loss of ordinary pay provided that each of the following conditions is fulfilled:

- (a) The meeting is authorised by the district secretary of the union; and
- (b) The union shall give at least fourteen days' notice of the meeting date to the employers concerned; and

(c) Work shall resume as soon as possible after the finish of the meeting; and

(d) Only workers attending the meeting shall be entitled to payment, and on the employer's request the union shall supply the employer with a list of members attending and will advise the time the meeting finished; and

(e) Sufficient numbers of union members will be available on site during the meeting to enable the continuation of essential services.

6. **SCOPE OF AGREEMENT**

The operation of this Agreement is limited to all sand recovery work performed by the employers on the Waikato River between Hamilton and the Elbow.

7. **TERM OF AGREEMENT**

This agreement insofar as the provisions relating to the rates of remuneration are concerned shall come into force on the first day of the pay week commencing on or after 30 November 1985 and insofar as all other provisions are concerned, it shall come into force on the day of the date hereof and shall continue in force until 29 November 1986.

SIGNED FOR AND ON BEHALF OF:

N.Z. Labourers, General Workers & Related Trades Industrial Union of Workers (Northern Branch)

L. Smith.

SIGNED BY THE AUTHORISED AGENTS ON BEHALF OF:

N.Z. Engine Drivers, Firemen, Greasers & their Assistants Industrial Union of Workers (Auckland Branch)

G. Hogarth.
K. Andersen.

SIGNED FOR AND ON BEHALF OF:

W. Stevenson & Sons Limited

H. T. Russell, Southern Zone Manager.

SIGNED FOR AND ON BEHALF OF:

Winstone Concrete Industries Limited (Quarries Division)

G. R. Blair.

SIGNED FOR AND ON BEHALF OF:

Tuakau Sands Limited

L. King.

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