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“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.”

**ROTORUA WASTE WATER
TREATMENT PLANT LABOURERS —
COLLECTIVE AGREEMENT
(VOLUNTARY)**

Dated 19/9/86

NOTE: See clause 11 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 Rotorua Waste Water Treatment Plant Labourers dispute of interest

between the New Zealand Labourers, General Workers' and Related Trades Industrial Union of Workers and the Rotorua District Council

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 19th day of September 1986.

(L.S.)

N. P. WILLIAMSON
JUDGE

FORM 5

Section 65(66)

Regulation 9(4)

UNDER THE INDUSTRIAL RELATIONS ACT 1973SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATIONIN THE MATTER of the Industrial Relations Act 1973AND IN THE MATTER of a Voluntary Settlement relating to Labourers at the Rotorua Waste Water Treatment PlantBETWEEN New Zealand Labourers, General Workers and Related Trades Industrial Union of Workers (Northern Branch)ApplicantAND The Rotorua District CouncilRespondent

TO: The Registrar
 Arbitration Court
 P.O. 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 65 of the Industrial Relations Act 1973, for registration by the Arbitration Court as a Collective Agreement.

Dated at Rotorua this 14th July day of 1986.

SIGNED FOR AND ON BEHALF OF:

Rotorua District Council

J. E. Keaney, MAYOR
 H. C. Childs, DISTRICT MANAGER (Witness)

SIGNED FOR AND ON BEHALF OF:

The New Zealand Labourers, General Workers and Related Trades
Industrial Union of Workers (Northern Branch)

R. Bianchi, AUTHORISED AGENT
C. Stormont, WITNESS

ARRANGEMENT

Clause Number	Title
1.	Persons to whom this Agreement applies
2.	Scope of Agreement
3.	Hours of Work
4.	Roster of Work
5.	Wages
6.	Overtime
7.	Plant Allowance
8.	Clothing
9.	Annual Holidays
10.	Matters not Provided For
11.	Term of Agreement

SCHEDULE**1. PERSONS TO WHOM AGREEMENT APPLIES**

This agreement shall apply to all workers employed in the operating and maintaining of the Rotorua District Council Waste Water Treatment Plant and sewerage pump stations.

2. SCOPE OF AGREEMENT

Whereas on the one hand the Council agrees to apply the provisions specified below to the workers normally employed under the N.Z. (with exceptions) Local Bodies' Gardeners, Labourers and General Workers Award (hereinafter referred to as "the Award"), the Union agrees that this agreement shall run concurrently with the aforementioned award for the said period of that award and providing there are no alterations to the present operating procedure at the plant then this agreement shall be upgraded in line with any future award movements or General Wage orders which may apply.

3. HOURS OF WORK

Except for workers rostered under clause 4, the hours of work shall be:
40 hours per week, 8 hours per day, between the hours of 7.30 a.m. and 5.00 p.m. Monday to Friday inclusive.

4. ROSTER OF WORK

4.1 In accordance with subclause (d) of clause 2 of "the Award", the hours of work for all workers employed at the Waste Water Treatment Plant of the Rotorua District Council may be fixed by roster, as may be agreed between the Council and the Union from time to time.

4.2 It is hereby agreed that all rostered workers employed at the Wastewater Treatment plant shall have their hours fixed by the following roster:

	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.	Mon.
First week	on	off	off	on	on	on	on
Second week	on	on	on	on	off	off	on
Third week	on	on	on	on	off	off	on

The above roster represents any number of workers whose hours of work are spread over any period of five days in any one week Tuesday to Monday.

4.3 All workers who are employed in accordance with the above roster shall be paid a plant allowance as prescribed by clause 7 hereof.

4.4 Clause 3 hereof shall not apply to workers who are employed on a roster in accordance with this clause. All time worked outside the hours and days set out in clause 3 shall be paid at penal rates in accordance with clause 6.

4.5 Where a statutory holiday (other than Anzac Day or Waitangi Day) falls on a worker's rostered day off, the worker concerned shall receive eight (8) hours ordinary pay.

5. **WAGES**

Except as otherwise provided by this agreement, all wages and allowances shall be paid in accordance with "the Award" as amended from time to time.

6. **OVERTIME**

6.1 Subject to subclauses 6.2 and 6.3 hereof, All time worked outside the hours and days set out in clause 3 (Hours of Work) shall be deemed to be overtime and shall be paid at the rate of time and a half for the first three consecutive hours on any one day and double time thereafter.

6.2 All time worked after noon on Saturday or any time worked on Sunday shall be paid for at double time.

6.3 All time worked on a statutory holiday shall be paid for at double time, in addition to the weekly wage.

7. **PLANT ALLOWANCE**

An allowance of \$2.34 per hour as at 1 May 1986 shall be paid to each worker for each hour worked. This allowance shall be in full satisfaction of all other award payments (including gumboot money, but excluding standby payment and the \$9.46 per week industry payment specified in clause 5(c) of the New Zealand (with exceptions) Local Bodies', Gardeners, Labourers and General Workers Award). This allowance is paid in recognition by both parties for the nature of the work, for the existence of a roster and for workers to perform daily certain duties in the plant, regardless of weather conditions.

8. **CLOTHING**

Overalls, gumboots and gloves plus wet weather gear shall be supplied to all workers. Also Swandris and Balaclavas in winter. Such clothing to be replaced on production of worn out clothing.

9. **ANNUAL HOLIDAYS**

All workers employed regularly and continuously in accordance with the roster prescribed in clause 4 shall be entitled to one extra weeks annual holiday in addition to the annual holidays entitlement prescribed by clause 9 of "the Award". The extra weeks holiday is in consideration for workers having to work by roster on weekends and statutory holidays from time to time. The extra week shall be calculated and paid pursuant to the Holidays

Act 1981 and may be taken in one or more periods and at such time as may be agreed by the employer and the worker. Where the employer and the worker are unable to agree as to the time of taking the extra annual leave, the employer may fix the time of taking the extra annual leave by giving the worker seven (7) day's notice in writing.

10. **MATTERS NOT PROVIDED FOR**

All matters not specifically and clearly provided for in this Agreement shall be subject to the appropriate provisions of the New Zealand (with exceptions) Local Bodies' Gardeners, Labourers and General Workers Award dated 28 February 1986.

11. **TERM OF AGREEMENT**

This Agreement which came into force on the 1st day of June 1986 shall expire on the 31st day of May 1989.

SIGNED FOR AND BEHALF OF:

The Rotorua District Council as Authorised Agents

J. E. KEANEY (MAYOR)
H. C. CHILDS (DISTRICT MANAGER)

SIGNED FOR AND ON BEHALF OF:

The N.Z. Labourers, General Workers and Related Trades Industrial Union of Workers (Northern Branch) As Authorised Agents.

L. R. Bianchi, ASST/SEC
L. SMITH

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.

(L.S.)

N. P. WILLIAMSON
JUDGE