

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

**Dated 23/6/86**

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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 Berkeley Cleaning Company (NZ) Limited Labourers Dispute of Interest between the New Zealand Labourers General Workers and Related Trades Industrial Union of Workers and Berkeley Cleaning Company (NZ) 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 23rd day of June 1986.

(L.S.)

D. D. FINNIGAN,  
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 (NZ) 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 2nd Day of April 1986.

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.

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 December 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.

**1. 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 \$6.363.

**6. HOURS OF WORK**

(a) Seven hours shall constitute a days 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. **TERM OF AGREEMENT**

This agreement shall come into effect on the first day of the pay week commencing on or after 1st December 1985 and shall expire on 30th November 1986.

Dated this 1st day of December 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:

	<b>Per Hour</b>	<b>Per Week</b>
(i) General Labourer .....	\$6.104	\$244.16

#### (b) **Service Allowance**

All workers covered by this agreement shall be paid a service allowance of 25.9 cents per hour. The service allowance shall form part of the wage rate for the purpose of the calculation of overtime.

#### (c) **Other Allowances**

	<b>Per Hour</b>
Loose Insulation .....	47.4 cents
Discomfort .....	196.3 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 read in accordance with the New Zealand Building, Quarrying, Contracting, Civil Engineering, Constructional and Allied Industries Labourers' and other Workers Award.

#### (d) **Industry Allowance**

All workers to whom this agreement applies shall be paid an Industry allowance of \$1.00 per hour for each hour worked.

#### (e) **Meal Money**

Meal money will 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. (\$5.00)

Certified Correct:

D. Butcher, **Authorised Agent.**  
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 one year from the date of registration.

(L.S.)

D. D. FINNIGAN,  
JUDGE.