

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

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**WINSTONE LIMITED CARPENTERS  
AND RELATED TRADES EMPLOYEES  
REDUNDANCY—COLLECTIVE  
AGREEMENT (VOLUNTARY)**

**Dated 24/7/87**

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NOTE: See clause 10 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 Winstone Limited Carpenters and Related Trades Employees Redundancy Dispute of Interest between New Zealand Carpenters and Related Trades Industrial Union of Workers and Winstone 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 24th day of July 1987.

(L.S.)

N. P. WILLIAMSON  
JUDGE

Sec. 65

Reg. 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 terms of a redundancy agreement being a dispute of interest between **New Zealand Carpenters and Related Trades Industrial Union of Workers and Winstone 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 Auckland this 10th day of June, 1987.

SIGNED FOR AND ON BEHALF OF:

Winstone Limited (for the Winstone Group of Companies)

B. A. HARDY

SIGNED FOR AND ON BEHALF OF:

New Zealand Carpenters and Related Trades Industrial Union of Workers

H. PARKER, Authorised Agent

## **REDUNDANCY AGREEMENT**

### **1. INTENT OF THE AGREEMENT**

1.1 The Company recognises the serious consequences that the loss of employment can have on the individual employee and on the workforce as a whole, and proposes to minimise these consequences in the manner specified herein.

### **2. DEFINITION AND APPLICATION**

2.1 Redundancy is a condition in which an employer has manpower surplus to his requirements because of the closing down of the whole or any part of the employer's operations due to a change in plant, methods, materials or products; or re-organisation; or economic circumstances; or like cause requiring a permanent reduction in the number of permanent employees who have not reached the Company's age of retirement.

2.2 An employee shall not be eligible to receive redundancy compensation if he:—

- (a) is employed on a casual basis (as defined in the appropriate award);
- (b) has reached the Company's recognised age of retirement and where the Company's retirement policy has been applied; or
- (c) is a part-time worker employed on other than a fixed weekly schedule of hours of work.

2.3 Seasonal employees of up to eight months' continuous employment shall be entitled to severance payments on the scale as defined in Clause 11.

2.4 The Company shall not be responsible for redundancy compensation in situations where the closure or curtailment of business is a result of natural disaster.

2.5 The Company shall not be liable for redundancy compensation where the closure or curtailment of business is attributable to a strike, go-slow or other industrial action for which the Company is not responsible.

### **3. NOTIFICATION**

3.1 The Company will advise the unions representing redundant employees of the impending redundancy situation prior to issuing notice to affected employees. As much notice as possible will be given, but shall not be less than four weeks.

The Unions accept the confidentiality of this information and will not divulge same until after the Company has notified the employee/s concerned.

3.2 All employees rendered redundant by the situation specified in 3.1 above will receive a minimum of four weeks' notice of the termination of their employment.

3.3 Should the Company dismiss an employee (for reasons other than misconduct) during the notice of termination period, it will pay wages in lieu of the remainder of the notice period plus the appropriate redundancy compensation entitlements. Employees may not elect to take wages in lieu of the whole or any part of the notice period.

3.4 The payment of redundancy compensation will be contingent on the employee remaining at or available for work and performing normally his assigned duties until the expiry of the period of notice without forfeiting his entitlement to redundancy compensation. The Company's consent in such instances will not be unreasonably withheld.

#### 4. **ALTERNATIVE EMPLOYMENT**

4.1 In lieu of redundancy compensation, the Company may arrange the transfer of an employee to a suitable alternative position in another branch of the Company, provided that such position is acceptable to the employee, who will not unreasonably withhold his acceptance.

A suitable alternative position shall be:—

- (i) A position at a rate of wages and under minimum conditions of employment not less favourable than those which applied immediately prior to the transfer, unless at the employee's choosing, after consultation with the Union.
- (ii) A position in a location that will not require the employee to travel any greater distance, unless at the employee's choosing, after consultation with the Union.

#### 5. **RIGHTS OF REDUNDANT WORKERS**

5.1 In order to best ascertain and deal with employee's problems associated with the loss of permanent employment, the Company will arrange individual counselling sessions with each redundant employee immediately following the announcement of the redundancy.

5.2 Where an employee, other than those excluded by Clauses 2.2 and 2.3 above, is rendered redundant, and where suitable transfer to a branch within the Company has not been offered, the provisions outlined hereunder shall apply.

5.3 All redundant employees will be given the opportunity to attend up to three interviews for alternative employment without loss of pay. Redundant employees may, with the prior consent of the Company, attend further interviews for alternative employment without loss of pay.

5.4 The Company shall supply written statement of service at the request of redundant workers.

5.5 All redundancy compensation payments will be calculated from the date of termination.

5.6 Payment to redundant employees shall be calculated in accordance with the payment schedule attached.

5.7 Weekly redundancy compensation payments shall be calculated on the basis of the employee's average weekly taxable earnings for the 12 month period prior to termination, or since commencement of employment if less than 12 months.

5.8 Provided that the following payments shall not exceed the sick pay entitlement for one year's service, as provided in the applicable collective agreement or award, employees with service of 12 months or more shall be compensated for unused sick pay to which they are entitled and employees with less than 12 months' service shall receive a pro rata payment on a monthly basis.

5.9 Redundant employees who are members of a Company administered superannuation scheme will be further compensated in accordance with any redundancy termination provisions in the scheme to which he belongs.

#### 6. **CRITERIA FOR SELECTION OF REDUNDANT EMPLOYEES**

6.1 All things being equal, the Company will observe the principle of "last on, first off", in selecting employees to be made redundant.

6.2 It is recognised that the Company's need to maintain an efficient workforce and an efficient operation must also be taken into consideration in the selection of employees to be made redundant.

6.3 In determining redundancy, the Company will recognise the "last on, first off" principle, all things being equal excepting that the employer and the Union concerned, will have the right to vary this by agreement in any particular circumstance.

## 7. OVERTIME

7.1 Overtime will, within limits, be restricted so as to reduce the need for dismissals.

7.2 However, it is recognised that in order to complete certain contracts on time, overtime may be necessary. Overtime may also be necessary to enable the Company to compete for available work.

## 8. GRIEVANCE PROCEDURES

8.1 In the event of a dispute arising regarding this Agreement the normal disputes procedure contained in the appropriate award or collective agreement will be followed, and no hindrance or stoppage of work will take place.

## 9. RELOCATION

Where a worker is locally relocated as an alternative to redundancy, discussions shall be held with the local union regarding payment, if any.

## 10. TERM OF AGREEMENT

This Agreement shall remain in force for not less than 12 months from the date of signing this Agreement and thereafter remain in force until either party wishes to review this Agreement.

## 11. REDUNDANCY COMPENSATION PAYMENT SCHEDULE

Service	No. of Weeks Pay
1 month - 4 months	2 weeks
4 months - 8 months	4 weeks
8 months - 1 year	6 weeks
1 year - 1½ years	7 weeks
1½ years - 2 years	8 weeks
2 years - 2½ years	9 weeks
2½ years - 3 years	10 weeks
3 years - 3½ years	11 weeks
3½ years - 4 years	12 weeks
4 years - 4½ years	13 weeks
4½ years - 5 years	14 weeks
5 years - 5½ years	15 weeks
5½ years - 6 years	16 weeks
6 years - 6½ years	17 weeks
6½ years - 7 years	18 weeks
7 years - 7½ years	19 weeks
7½ years - 8 years	20 weeks
8 years - 8½ years	21 weeks
8½ years - 9 years	22 weeks
9 years - 9½ years	23 weeks
9½ years - 10 years	24 weeks

A further pro rata payment will be paid, where applicable, up to maximum of 40 weeks' pay based on service.

Workers whose employment has been terminated due to redundancy shall, within 12 months, where practicable and all things being equal, be

given preference for re-employment, provided that the employee notifies the employer in writing of any change of address during that period.

This Agreement shall apply to members of the undersigned Unions who are employed by any wholly owned branch of the Company or operation within the New Zealand or Northern Industrial District.

Date 10th June, 1987

SIGNED FOR AND ON BEHALF OF:

Winstone Limited (For the Winstone Group of Companies)

B. A. HARDY

SIGNED FOR AND ON BEHALF OF:

New Zealand Carpenters and Related Trades Industrial Union of Workers

H. PARKER, 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.)

N. P. WILLIAMSON  
JUDGE

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