

Please post in a conspicuous place accessible to workers

**BERKELEY CLEANING COMPANY (NZ)
LIMITED LABOURERS—COLLECTIVE
AGREEMENT (VOLUNTARY)**

Dated 3/2/87

NOTE: See clause 8 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 3rd day of February 1987.

(L.S.)

D. S. CASTLE
JUDGE

Section 65

Regulation 9

FORM 5

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 15th day of December 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 15th day of December 1986 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 \$6.808.

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 minute 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 a half shall be paid in lieu of taking these breaks.

7. **UNION MEMBERSHIP**

If any adult person (other than a person who holds a certificate of exemption from union membership issued under section 112O of the Industrial Relations Act 1973) who is not a member of a union of workers bound by this agreement is engaged or employed by any employer bound by this agreement, in any position or employment that is subject to the agreement, the person shall become a member of the union within 14 days after that person's engagement or, as the case may require, after this clause comes into force, and shall remain a member of the union so long as that person continues in the position or employment.

(EXPLANATORY NOTE IN RELATION TO EXPIRY OF UNION MEMBERSHIP CLAUSE: This clause will expire on 30 October 1989 unless it is extended pursuant to section 101A of the Industrial Relations Act 1973.)

8. **TERM OF AGREEMENT**

This agreement shall come into effect on the first day of the pay week commencing on or after 1st December 1986 and shall expire on 30th November 1987.

DATED this 15th day of December 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.

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:

| | PER HOUR | PER WEEK |
|----------------------|-----------------|-----------------|
| (i) General Labourer | 653.1 cents | \$261.25 |

(b) **Service Allowance**—All workers covered by this agreement shall be paid a service allowance of 27.7 cents per hour. The service allowance shall form part of the wage rate for the purpose of calculation of overtime.

(c) **Other Allowances:**

| | PER HOUR |
|------------------|-----------------|
| Loose Insulation | 50.8 cents |
| Discomfort | \$2.10 |

The allowance 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 \$1.07 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. (\$5.35)

CERTIFIED CORRECT
D. Butcher
Authorised Agent

CERTIFIED CORRECT
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. S. CASTLE
JUDGE