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**New Plymouth Power Station Project,  
Construction Employees Drivers—  
Collective Agreement (Voluntary)**

**Dated 12/12/74**

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NOTE: See clause 14 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 New Plymouth Power Station Project, Construction Employees, Drivers – Dispute of Interest between the Taranaki Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers and Fletcher Construction Company Limited.

The Industrial Commission, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Commission 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 schedule 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 Industrial Commission has hereto been affixed and the President of the Commission has hereunto set his hand, this 12th day of December 1974.

(L.S.)

G. O. Whatnall, President.

Sections 65 and 66

Regulation 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 New Plymouth Power Station Project, Construction Employees (Drivers Agreement) dispute of interest between the Fletcher Construction Company Limited and the Taranaki Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers.

To the Registrar of the Industrial Commission:

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 Industrial Commission as a collective agreement.

Dated at Auckland this first day of November 1974.

Signatures of Parties:

R. D. MacRae, Manager (the Employer).  
E. J. Sullivan, Secretary (the Union).

**SCHEDULE**

1. Except where provided herein, all workers, members of the above Union shall be employed under the terms and conditions of "The New Zealand General Drivers Collective Agreement".

## WAGES

2. (a) Operator –	Cents Per Hour
(Austin Weston; NCK)	209.74
Driver –	
(Tractor; Forklift; Motor truck)	197.00

(b) Service Pay – Service Allowance shall be in accordance with the provisions of clause 12 subclause (s) of the N.Z. Metal Trades Collective Agreement.

(c) Leading Hand Allowance – A worker appointed and designated as a leading hand shall be paid 12.5 cents per hour in addition to the hourly rates of wages set out in this agreement.

(d) Default and Wet Time – Where a worker loses time through his own default his weekly rate of pay and allowances prescribed in this agreement shall be reduced proportionately for the time so lost. Time lost through a worker's default shall include:

- (i) Absence without leave.
- (ii) Subject to the provisions of the following subclauses (iii), (iv), (v), (vi), time lost through wet weather shall not be deemed to be time lost through a worker's default.
- (iii) An employer, or his representative, after consultation with the Union representative, shall decide whether or not a day or part of a day is too wet for normal work. He may then direct some or all workers to stand by, provided adequate shelter with heating is available, or to carry out alternative work, or to continue with essential work, and in the event of a worker refusing such instructions, the worker shall be deemed to have lost time through his own default. For the purpose of this subclause essential work shall mean completing a concrete pour, safety provisions, connecting essential services or shifting machinery necessary for safety.
- (iv) Payment to a worker for time not worked because of wet weather or, for alternative work in terms of subclause (iii) above, shall be at the worker's designated rate.
- (v) A worker directed by his employer to work in the rain when conditions have been declared too wet for normal work as provided in subclause (iii) above, shall be paid in addition to his normal wage, one half of the hourly rate appropriate to the time, for all time so worked, and shall be supplied with adequate protective clothing.
- (vi) A worker who has been working in the rain in accordance with subclause (v) above and whose clothing has become wet shall be afforded the opportunity of changing his clothes.

## SPECIAL PAYMENTS

3. (a) First Aid Attendant – Any worker being the holder of a St. John's First Aid Certificate and designated as a First Aid Officer by the Company shall be paid an allowance of \$2.00 per week whilst so designated.

(b) Project Allowance – In full satisfaction of all claims that might arise in regard to the nature, location, weather and other conditions of the site and work, an amount of 21.5 cents shall be paid for each hour actually worked. Such payment shall not be included in holiday pay or overtime calculations.

## OVERALLS

4. All workers covered by this agreement shall, on engagement, be supplied with two pair of overalls. Overalls shall be replaced one pair at a time on production of overalls worn out as a result of fair wear and tear but no earlier than three months after commencement of employment and not sooner than three months thereafter.

After one months employment, clothing issued under this clause will be deemed to become the personal property of the worker.

Should a worker's employment terminate before one month, he may retain his clothing issue but shall refund the cost to the employer fair wear and tear excepted.

Workers shall be responsible for the laundering of overalls and shall be paid a laundering allowance of 45 cents per week.

#### SAFETY BOOTS

5. The Employer shall, on request, supply to workers with not less than 1 month's service one pair of safety boots. Such boots shall become the property of the workers and shall be worn as a condition of issue. Such safety boots shall be replaced when worn out as a result of fair wear and tear. Workers supplied with safety boots and who terminate with less than 1 year's service may be charged for such boots at the rate of one-twelfth of the cost for each uncompleted month of service but in no case shall the total charge to the worker be more than 50% of the cost to the Employer.

#### PROJECT HOURS

6. All workers shall be informed of job hours on commencement of employment and shall be expected to observe same. Consistent failure to do so after adequate warning from the employer or his representative may result in termination of employment.

#### BOARD, LODGING AND TRAVELLING TIME

7. (a) Workers provided with free board and lodging shall observe the Hostel rules. Continued misbehaviour after warning shall be grounds for termination of accommodation and may lead to termination of employment. In the latter case, this shall first be discussed with the appropriate Union Representative. Workers resident in the Hostel and who are absent from work without permission shall be charged board and lodging at a daily rate to be no greater than that which applies to other workers employed by the Employers.

(b) Workers resident in the company's hostel and who have declared a genuine place of residence other than New Plymouth shall be paid the following allowance in lieu of the return fares provisions of the award. For those recruited in the South Island \$4.45 per week. For those recruited in the North Island \$3.35 per week.

(c) Travelling Allowance: In full satisfaction of claims for travelling time and fares, the following shall apply:

- (i) Workers resident within the boundaries of New Plymouth City and not provided with Hostel accommodation shall be paid half hour per day.
- (ii) Workers resident outside the boundaries referred to in (i) shall be paid for actual time required to travel. Such time to be advised to each employee who qualifies and to be calculated to the nearest quarter of an hour.
- (iii) In the case of (i) and (ii) such payment will be at the worker's ordinary rate of pay.

#### SICK PAY

8. (a) After three months' continuous service with the same Employer a worker shall be entitled in each subsequent year of service to sick pay for up to five days cumulative for the period of the contract calculated at the rate of his ordinary pay.

(b) Sick pay shall not be paid in respect of any statutory or agreement holiday for which the worker is entitled to full pay.

(c) Sick pay for a day shall be calculated according to the number of working days for which the worker's ordinary weekly pay is paid.

(d) A claim for sick pay shall be supported by a medical certificate.

(e) The worker shall ensure notice is given to the Employer on the first day of absence due to illness.

(f) The Employer shall also have the right to require the worker to produce additionally a medical certificate at the employer's expense from a doctor nominated by the Employer.

(g) This clause shall not apply in respect of absences covered by workers' compensation.

### DELEGATES

9. A delegate shall be appointed to represent members of the Union employed on-site. On receipt of written confirmation from the Union, such delegates shall receive recognition by the Employer. A delegate wishing to leave his place of employment to carry out bona fide business affecting the Union and the Employer, shall first seek the permission of the foreman and on this being granted shall, for the time so absent, be deemed to be employed. Absence from site on solely Union business shall not be paid for. The Employer shall afford the delegate facility for regular meetings with the Personnel Officer for the purpose of maintaining good industrial relations on-site. All matters raised by the delegates shall be answered promptly and any delay in reply shall be advised at the out-set.

### SEVERANCE AND RETENTION PAYMENT

10. (a) Each worker who remains on the New Plymouth Power Station Construction Site until declared redundant due to the completion of the various stages of the contract will accrue \$145.00 for the first six months of employment, or shorter period if terminated earlier. After the first six months a payment of 2½ percent of his weekly earnings for ordinary time and overtime (excluding special payments and allowances) will apply.

(b) Provided, however, that where a worker is retained by the same employer at the date of redundancy on the New Plymouth Power Station Construction Site for a further period of not less than three months he shall not qualify for the above payment.

(c) Provided further that where a worker has received the severance payment of \$145.00 provided in paragraph (a) hereof and is retained on the site by subsequent employers he shall on being declared redundant receive 2½ percent of his weekly earnings only, in respect of such subsequent employment.

Those workers, who at the coming into force of this agreement have six months continuous service, shall qualify for the \$145.00 set out in paragraph (a) hereof.

### ESCALATION

11. The rates of wages in this agreement shall be adjusted by the same percentage movement occurring from time to time in the "New Zealand General Drivers Collective Agreement"; or by any future Cost of Living Order or any General Wage Adjustment Order – except that this agreement shall be deemed to include the provisions of the N.Z. General Drivers Collective Agreement dated 9.9.1974.

### GRIEVANCES

12. (a) Any worker who considers that he has grounds for a personal grievance shall have the right to submit his grievance in accordance with this procedure:

(b) As soon as practicable after a personal grievance arises, the worker shall submit the grievance to his immediate supervisor, affording him an opportunity to remedy the cause of the grievance, the intent being that it is desirable, if the circumstances permit it, to settle the grievance rapidly and as near as possible to the point of origin:

(c) Where any such attempt at settlement has failed, or where the grievance is of such a nature that a direct discussion between the worker and his immediate supervisor would be inappropriate, the worker shall notify the branch secretary or

secretary or a duly authorised representative of his union, who, if he considers that there is some substance in the personal grievance, shall forthwith take the matter up with the employer or his representative:

(d) If the matter is not disposed of in discussion with the employer or his representative, the grievance shall be reduced to writing in a statement setting out all the facts relied on. The statement shall establish the nature of the worker's grievance, and of the issues, for all subsequent consideration of the case:

(e) The written statement shall be referred to a grievance committee consisting of an equal number of representatives (not exceeding 3) nominated respectively by the union and the employer, with or without a chairman as the parties may decide:

(f) The employer shall have the right to be assisted or represented before the grievance committee by an employers' organisation:

(g) If the matter is not settled by the grievance committee, it shall be referred to the Industrial Court:

(h) The reference to the Court may be made by the employer or his representative, or by the worker's union or its representative, or by both:

(i) The Court, after inquiring fully into the matter and considering all representations made by or on behalf of the parties, may make a decision or award by way of a final settlement which shall be binding on the parties:

(j) It shall be the duty of every party to the award or agreement to promote the settlement of personal grievances under the procedures hereinbefore provided and to abstain from any action that might impede the effective functioning of the procedures.

For the purpose of ensuring that the work of the employer shall not be impeded but shall at all times proceed as if no dispute relating to the personal grievance had arisen –

(a) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute:

(b) While the provisions of the procedure for the settlement of the personal grievance are being observed, no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.

Any statements made or information given in the course of any proceedings before a grievance committee or the Court in respect of an alleged unjustifiable dismissal shall be absolutely privileged.

In the case of an alleged unjustifiable dismissal, any final settlement, decision, or award made under this section may, if it includes a finding that the worker was unjustifiably dismissed, provide for any one or more of the following:

(a) The reimbursement to him of a sum equal to the whole or any part of the wages lost by him:

(b) His reinstatement in his former position or in a position not less advantageous to him:

(c) The payment to him of compensation by his employer.

## DISPUTES

13. (1) The procedure set out in the succeeding provisions of this clause shall apply to a dispute of rights between the parties bound by this instrument, or any of them, including a dispute on:

(a) The interpretation of this instrument or

(b) Any matter (not being a personal grievance within the meaning of section 117 of the Industrial Relations Act 1973) related to matters dealt with in this instrument and not specifically and clearly disposed of by the terms of this instrument.

(2) Either the workers' union or the employer or employers who are parties to any such dispute may invoke the procedure.

(3) The union and the employer or employers who are parties to any such dispute shall refer the dispute to a committee consisting of an equal number of representatives appointed respectively by the union and the employer or employers concerned, together with a chairman who shall be –

(a) Mutually agreed upon by the parties; or

(b) If there is no such agreement, either a conciliator or a person appointed by him.

(4) A decision reached by a majority of the committee shall be the decision of the committee; but if the members of the committee (other than the chairman) are equally divided in opinion, the chairman may either –

(a) Make a decision, which shall then be the decision of the committee; or

(b) Refer the dispute forthwith to the Industrial Court for settlement.

(5) Subject to the right of appeal conferred by subclause (6) of this clause, the decision of the committee shall be binding on the parties to the dispute.

(6) Any party may appeal to the Industrial Court against a decision of the committee, or any part of that decision. The appellant shall –

(a) Within 14 days after the date on which the decision of the committee has been made known to him, give to every other party written notice of his intention to appeal; and

(b) Within 7 days after the date on which that notice has been given, lodge with the Registrar of the Industrial Court a written notice of appeal; and

(c) Specify in each such notice the decision or the part of the decision to which the appeal relates.

(7) The essence of this clause being that, pending the settlement of the dispute, the work of the employer shall not on any account be impeded but shall at all times proceed as if no dispute had arisen, it is hereby provided that –

(a) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute:

(b) While the provisions of this clause are being observed, no employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.

#### TERM OF AGREEMENT

14. The wage rates set out herein shall be deemed to have come into force on 9th July, 1974 and all other provisions as from date of registration.

Subject to the provisions of clause 11 (Escalation) the agreement shall remain in force for the balance of the contract referred to but in no case shall that period be less than twelve months.

This agreement may be amended only by mutual consent of the parties.

Signed for and on behalf of:

The Taranaki Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers –

E. J. Sullivan, Secretary.

The Fletcher Construction Company Limited –

R. D. MacRae.

**MEMORANDUM**

The Commission in registering this voluntary settlement is satisfied that a serious anomaly has been established pursuant to Regulation 7 of the Wage Adjustment Regulations 1974 and its order in this respect is incorporated in the document.

The Commission notes that where the document is inconsistent with the general award or collective agreement upon which it is to be super-imposed, such award or agreement shall prevail. The Commission comments that clause 11 as to escalation must be read in with relevant provisions as to term under the Wage Adjustment Regulations 1974.

(L.S.)

G. O. Whatnall, President.