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Waikato Sand Recovery Workers—Composite Agreement

Dated 22/6/79

NOTE: See clause 5 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 Waikato Sand Recovery Workers dispute of interest between Winstone (Auckland) Limited, Roose Industries Limited, and Tuakau Sands Limited and New Zealand Labourers' General Workers and Related Trades Industrial Union of Workers and New Zealand Engine Drivers Firemen Greasers and their Assistants Industrial Union of Workers.

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 66 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 22nd day of June, 1979.

(L.S.)

N. P. Williamson, Judge.

Sec. 66

Form 5

Reg 9 (4)

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 Waikato Sand Recovery Workers Composite Agreement between Winstone (Auckland) Limited, Roose Industries Limited, and Tuakau Sands Limited and New Zealand Labourers' General Workers and Related Trades Industrial Union of Workers, and N.Z. Engine Drivers, Firemen, Greasers and their Assistants Industrial Union of Workers (Auckland Branch)..

To: The Registrar 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 2 day of May 1979.

Signed for and on behalf of Winstone (Auckland) Limited, Roose Industries Limited, and Tuakau Sands Limited:

A. R. Drake, Authorised Agent for Employers.

Signed for and on behalf of New Zealand Labourers' General Workers and Related Trades Industrial Union of Workers (Northern Branch):

L. Smith

Signed for and on behalf of N.Z. Engine Drivers, Firemen, Greasers and their Assistants Industrial Union of Workers (Auckland Branch)

G. Hogarth

WAIKATO SAND RECOVERY WORKERS' COMPOSITE AGREEMENT

This Composite Agreement made in pursuance of the Industrial Relations Act 1973, and its amendments, this 2nd day of May, 1979 between the Northern and Taranaki Labourers, General Workers and Related Trades' Industrial Union of Workers and the New Zealand Engine-Drivers, Firemen, Greasers and Assistants' Industrial Union of Workers (Auckland Branch). (hereinafter referred to as "the Union") of the one part, and Roose Industries Ltd, Tuakau Sands Ltd, and Winstone (Auckland) Ltd, (hereinafter referred to as "the Employer") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:-

1. That the terms, conditions stipulations and provisions contained and set out in the Schedule hereto shall be binding upon the parties hereto, and they shall be deemed to be and are hereby declared to form part of this agreement.

2. 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 respectively required to be done, observed and performed and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

PERSONS TO WHOM AGREEMENT APPLIES

1. This agreement made under the Industrial Relations Act 1973, shall apply to Labourers and/or Deck Hands, Loader Drivers, Plant Operators, Crane Drivers, Dredge Operators, Ticketed Launchmen and Working Foremen, employed on sand recovery on the Waikato River by the employers, and is to be read in conjunction with the awards and agreements governing the workers' employment.

WAGES

2. The basic rates of pay for workers covered by this agreement shall be:-

Labourer and/or Deck-Hand	306.3c per hour
Loader Driver	325.3c per hour
Plant Operator/Processor	325.3c per hour
Crane Operator	331.2c per hour
Dredge Operator	337.5c per hour
Launch Operator	348.0c per hour
Working Foreman	352.4c per hour

CONDITIONS

3 (a) No worker covered by this agreement shall continue working during a meal break unless directed to by the employer.

(b) Meal breaks of not less than 30 minutes shall be observed at not greater

than five hourly intervals, at times to be specified by the employer.

(c) The 'wet place' rates specified in the New Zealand Builders' and General Labourers' Award, shall be paid in accordance with that award.

(d) Wet Places—Each employer shall specify the jobs automatically accruing a wet place penal rate as provided in the New Zealand Builders and General Labourers' Award.

(e) Because of the nature of the operation, work shall continue where necessary, irrespective of the weather conditions.

(f) Transfer of Workers—Where a worker is required by the employer to under-take duties for which a higher rate of pay is specified in this agreement, the worker, if he is employed by the hour, shall be paid at the higher rate of pay for the time occupied in those duties and if he is a weekly worker he shall be paid for the week at the higher rate of pay.

(g) Underwater Recovery—Special arrangements shall be made for any worker engaged in underwater recovery, between the worker concerned and the employer.

(h) Workers engaged in greasing operations shall be supplied with overalls and shall receive a dirt money payment of 8.0 cents per hour while so employed.

(i) Notwithstanding Clause 1 of this Agreement, provisions concerning safety footwear or a payment in lieu thereof contained in any other collective agreement or award shall have no application to workers covered by this agreement.

Safety Footwear: One pair of approved safety footwear shall be provided to each worker per year or an allowance of 72 cents per week shall be paid in lieu thereof.

In the event of the worker's employment being terminated within the periods set out below, the employer may deduct from any wages due to any such worker, the appropriate percentage of the cost of the footwear supplied:

Up to three months	75 per cent
Over three months and up to six months	50 per cent
Over six months and up to nine months	25 per cent
Over nine months	Nil.

For the purpose of this paragraph the deductions stated above shall be determined by reference to the date of the last issue of safety footwear to the worker.

SCOPE OF AGREEMENT

4. The operation of this agreement is limited to all sand recovery work performed by the employers on the Waikato River between Hamilton and the Elbow.

TERM OF AGREEMENT

5. This agreement insofar as the provisions relating to the rates of remuneration are concerned shall come into force on the first day of the pay week commencing on or after 15 January 1979, and insofar as all other provisions are concerned it shall come into force on the day of the date hereof and shall continue in force until 29 November 1979.

Signed for and on behalf of New Zealand Labourers' General Workers and Related Trades Industrial Union of Workers (Northern Branch):

L. Smith

Witness:

R. S. J. Stormont

Signed for and on behalf of Roose Industries Limited:	R. Russell
Witness:	K. Robinson
Signed for and on behalf of Winstone (Auckland) Limited:	B. O'Connor.
Witness:	P. M. Must
Signed for and on behalf of Tuakau Sands Limited:	L. Leonard
Witness:	G. Muir

MEMORANDUM

The rates of wages in this agreement include and absorb the effect of the General Wage Order effective 17 July 1978, and the rates of remuneration are not to be increased further on account of that order.

Signed by the authorised agents on behalf of the New Zealand Engine Drivers Firemen, Greasers and their Assistants Industrial Union of Workers (Auckland Branch):

G. H. Andersen
G. H. Hogarth

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 66 of the Industrial Relations Act 1973.

The parties' settlement for a shortened term has the Court's consent pursuant to section 92(2) of the Industrial Relations Act 1973 and Regulation 6(3) of the Wage Adjustment Regulations 1974.

In terms of Section 99(d) the Court is satisfied that the unqualified preference provision contained in this collective agreement has been duly inserted.

(L.S.)

N. P. Williamson, Judge