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**Industrial Labour Services Limited  
Labourers – Collective Agreement  
(Voluntary)**

Dated 18/8/81

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Note: See clause 11 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 Industrial Labour Services Limited Labourers Dispute of Interest between Industrial Labour Services Limited and the New Zealand Labourers, General Workers and Related Trades Industrial Union of Workers (Central Branch)

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 18th day of August 1981.

(L.S.)

J. R. P. Horn, Judge

Section 65

Form 5

Regulation 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 Industrial Labour Services Ltd Labourers Dispute of Interest between Industrial Labour Services Ltd and the New Zealand Labourers, General Workers' and Related Trades Industrial Union of Workers, Central Branch.

To the Registrar of the Arbitration Court Wellington.

We hereby submit to you a signed copy of the terms of voluntary settlement of the abovementioned dispute of interest, and 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 30th day of July 1981.

Signed for and on behalf of Industrial Labour Services Ltd.

B. D. Ryan

Signed for and on behalf of the N.Z. Labourers, General Workers and Related Trades Industrial Union of Workers, Central Branch.

C. B. Clayton, Authorised Agent

AGREEMENT BETWEEN THE CENTRAL BRANCH OF THE N.Z.  
LABOURERS GENERAL WORKERS AND RELATED TRADES  
INDUSTRIAL UNION OF WORKERS AND INDUSTRIAL LABOUR  
SERVICES LTD

1. This agreement shall apply to workers engaged in labouring duties whilst in the employment of Industrial Labour Services Limited, Wellington.

### WAGES

2. The following rates of wages to apply:

(i) Permanent Workers (Full-Time)

With 12 months experience in the industry \$4.58 per hour or

(Includes Industry Service Pay). ..... \$183.20 per week

(a) Boot Allowance ..... \$1.05 per week

(b) Tea, Milk and Sugar ..... \$1.05 per week

(c) Travelling Time ..... Half hour per day

(d) Car Allowance as clause 14(b) Award

(e) Industrial Allowance ..... \$0.21 per hour

(In lieu of special payments allowances and payments clause 8 & 10)

(ii) Casual Workers

Hourly rate ..... \$5.00

(This rate includes Industrial Allowance as for permanents, Boots, Tea, Milk & Traveling Time).

Casual Workers shall be entitled to Car Allowance in accordance with 14(b) of the Award.

### HOURS OF WORK

3. As per clause 3 of the Award.

Permanent Workers shall report to the office by 7.10 a.m. each working day and shall be paid time and a half for 20 minutes.

After one weeks service all permanent full-time workers shall be paid as weekly workers.

### JOB AND FINISH

4. As per N.Z. Building, Quarrying Contracting, Civil Engineering, Constructual and Allied Industrial Labourers and Other Workers Award, Clause 11 except that in situations where a client has booked workers in for the day and allows them to finish early, the employer shall not unreasonably withhold permission for those workers concerned finishing early.

However the workers shall be required to ring or report back to the office to obtain permission to finish early for the day.

### FARES

5. When the Employer does not provide transport from the office to the clients job site, the equivalent public transport fares incurred by the worker shall be reimbursed by the employer.

6. All other provisions as per the N.Z. Building, Quarrying, Contracting, Civil Engineering Constructual and Allied Industries Labourers and Other Workers Award shall apply.

7. The wage rates in this document shall increase by the same percentage figure and from the same date as the N.Z. Building, Quarrying Contracting, Civil Engineering, Constructual and Allied Industrial Labourers and Other Workers Award. The allowances shall increase to the same level and from the same date as the allowances increase in the N.Z. Building, Quarrying Contracting, Civil Engineering, Constructual and Allied Industrial Labourers and Other Workers Award.

8. The Union undertakes that it will give the Employer at least 24 hours notice of any strike that will be taken against Industrial Labour Services Ltd.

9. Wages shall be paid by cash cheque weekly, and will be available by no later than lunchtime Wednesday of each week.

10. The parties to this agreement acknowledge that the terms and conditions of this agreement are to meet the particular operational requirements of Industrial Labour Services. The parties undertake that this agreement shall not be used as a precedent against the Labourers Union nor against any other employer.

#### TERM

11. This document shall come into force on the 30th July 1981 and shall remain in force until the 29th July 1982.

For and on behalf of the Union

C. B. Clayton, Authorised Agent

For and on behalf of Industrial Labour Services

B. D. Ryan

#### 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 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.

The attention of the parties is drawn to clause 6 in that the clause must be read in light of Regulation 6(1) of the Wage Adjustment Regulations 1974.

The attention of the parties is drawn to Part VII of the Industrial Relations Act 1973 as to disputes of rights. Clause 8 of this agreement must be read in the light of the statutory code.

The rates of remuneration determined by this collective agreement are not to be increased by the application of the provisions of the general order of the Arbitration Court made under the Economic Stabilisation (Cost-of-Living Increase) Regulations 1980.

(L.S.)

J. R. P. Horn, Judge