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New Zealand Fire Sprinkler Installation Workers — Collective Agreement (Voluntary)

Dated 15/12/76

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 N.Z. Fire Sprinkler Installation Worker's Dispute of Interest between the N.Z. Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers and Wormald Bros. (N.Z.) Ltd., I.S.T. Consolidated Ltd., A & T Burt Ltd., Reliance Firefighting Equipment Ltd., Environ Mechanical Services Pty Ltd.

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 15th day of December 1976.

(L.S.)

G. O. Whatnall, President.

Form 5

Sec. 65

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 N.Z. Fire Sprinkler Installation Worker's Dispute of Interest between the N.Z. Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers and Wormald Bros. (N.Z.) Ltd., I.S.T. Consolidated Ltd., A & T Burt Ltd., Reliance Firefighting Equipment Ltd., Environ Mechanical Services Pty Ltd.

To The Registrar, Industrial Commission, Wellington.

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 1st day of November 1976.

Signed for and on behalf of the employer parties:

K. Bania, Authorised Agent.

Signed for and on behalf of the N.Z. Engineering, etc., Union:

F. G. Andersen.

Terms of Voluntary Settlement

N.Z. FIRE SPRINKLERS INSTALLATION WORKERS – COLLECTIVE AGREEMENT

SCHEDULE

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This agreement shall apply to the installation of fire sprinkler systems in New Zealand, by the parties signatory to the document.

RELATIONSHIPS WITH N. Z. METAL TRADES COLLECTIVE AGREEMENT

2. The terms and conditions of employment for workers engaged on the installation of fire sprinkler systems shall be in accordance with the New Zealand Metal Trades Employee's Collective Agreement and with this Agreement provided that in case of conflict, this agreement shall prevail.

DEFINITIONS

3. "Sprinkler Fitter" means a worker employed as such and who has the required experience in the industry in installing fixed fire protection systems, who is able to work from drawings and is competent in the fitting of pipes, valves, pumps and accessories in a fire fighting system and who is responsible for the proper completion of his work.

"Sprinkler hand" means a worker engaged in fire protection installation work who is able apply general pipe fitting experience and who, in the opinion of the employer, should be classed as higher than a sprinkler fitter's mate: provided that after four years service as a sprinkler hand a worker who shows proper application

and competence shall be reclassified as a sprinkler fitter.

"Sprinkler fitter's mate" is a worker with no previous experience of sprinkler installation work or of general pipe fitting, who is directed to regularly assist a sprinkler fitter or a sprinkler hand in his normal duties, and who uses such tools as the aforementioned worker directs. Such a worker will normally have at least two years experience as a sprinkler fitter's mate before being classed as a sprinkler hand. After a further three years experience as a sprinkler hand, a worker who shows proper application and competence shall be reclassified as a sprinkler fitter.

RATES OF PAY

4. (a) The rates of pay for workers covered by this agreement shall be:

Sprinkler Fitter – 261.0 cents per hour, Sprinkler Hand – 249.0 cents per hour,

Sprinkler Fitter's Mate - 217.0 cents per hour.

(b) In addition to the rates set out in subclause (a), a sprinkler fitter who demonstrates additional skill and responsibilities may be paid a margin for skill of up to 9.4 cents per hour at the discretion of the employer.

CHARGE HAND. ALLOWANCES

5. (a) Where the charge hand is responsible for the progress of a job, including safety requirements, crew discipline, and liaison with other contractors, he will be paid a basic responsibility allowance of 95.1c per day:

In addition, where the charge hand is responsible for three or more other workers he shall be paid, in addition to the basic responsibility allowance of

95.1c per day, the following further responsibility allowances:

Where the charge hand is responsible for three other workers he shall receive a further 50c per day (making a total of 145.1c per day);

Where the charge hand is responsible for four other workers he shall receive a further 50c per day (making a total of 195.1c per day);

Where the charge hand is responsible for five other workers he shall receive a further 30c per day (making a total of 225.1c per day);

Thereafter, the charge hand shall receive a further 30c per day for each additional worker he is responsible for:

Provided that on job sites where more than one charge hand is present only the charge hand who is designated by the employer as being in over-all charge of the job will qualify for the further responsibility allowances set-out in this subclause. Other, charge hands present on the job site will receive the basic responsibility allowance of 95.1c per day.

(b) Country Work — In addition to the responsibility allowances set-out in subclause (a) of this clause, charge hands employed on country work (as defined in clause 9 of this Agreement) where there is no easy access to a company supervisor shall receive a further \$2.00 per day.

(c) Safety Supervisor's Certificate — Those charge hands holding current Safety Supervisor's Certificates shall be paid 45c per day.

CONDITIONS PAYMENTS

6. (a) Combined Condition Allowance — Workers employed under this agreement shall be paid a combined condition allowance of 9.4 cents per hour for each hour worked in lieu of the following payments provided in the N.Z. Metal Trades Collective Agreement:

Confined space allowance (clause 19 (b)).

Dirt Money (clause 19 (c)).

Height Money (clause 19 (g)).

and to compensate for the conditions generally pertaining to the sprinkler installation trade including:

Use of "Kango" hammers

Overhead drilling

Punching holes in metal purlins

Unusually muddy or dusty conditions.

- (b) Where workers are required to work on a site covered by a registered collective agreement which applies to all contractors, the conditions of that collective agreement shall apply and the provisions of subclause (a) of this clause shall be suspended.
- (c) Fibre Glass Where workers are employed handling silicate of cotton, fibre glass or slag wool where such materials are in loose form, or where workers are required to work in areas where the air is impregnated with the dust of such materials, the employer shall provide any necessary gloves, gauntlets, masks or special protective clothing and shall provide adequate ventilation where necessary and practicable and shall pay an allowance of 7.4 cents per hour whilst the worker is so employed.

WORK GANGS

7. At least 2 men shall be assigned to service work which involves the use of ladders or scaffolding or where it is necessary in the interests of safety.

MINIMUM TRAVELLING TIME

8. The standard daily allowance for minimum travelling time shall be as observed by the commercial building industry in Auckland, Wellington, Christchurch and Dunedin. Actual travelling time shall apply outside of these areas.

COUNTRY WORK - ACCOMMODATION AND ALLOWANCE

- 9. When a worker is employed at such a location that he is unable to return to his home at night he shall be deemed to be on country work, and the following conditions shall apply:
 - (a) Where accommodation of a reasonable standard is not provided by the employer's client, \$70.00 per week shall be paid to the worker concerned or alternatively where the actual cost exceeds \$70.00 per week, the employer shall arrange and pay for the accommodation.

(b) A sundry expenses allowance of \$14.00 per week shall be paid to cover all incidental expenses, including laundry, private toll calls, etc. For a job of less than a week's duration this allowance shall be \$2.00 per day.

TERM OF AGREEMENT

10. This agreement insofar as it relates to the rates of wages to be paid, shall be deemed to have come into force on the 9th day of November 1976 and in respect of all other conditions, from the day of the date hereof, and the agreement shall remain in force until the 8th day of November 1977.

For Wormald Bros. (N.Z.) Ltd:

R.J. Fraser,

For I.S.T. Consolidated Ltd:

J. S. Powell.

For A & T Burt Ltd:

B. Higgins

For Reliance Firefighting Equipment Ltd:

J. C. Fairbain.

For Environ Mechanical Services Pty Ltd:

K. Fulton.

For the N.Z. Engineering, Coachbuilding, Aircraft Motor and Related Trades Industrial Union of Workers:

F. G. Andersen.

MEMORANDUM

Along with the submission of the terms for registration was an application pursuant to Regulation 7 of the Wage Adjustment Regulations 1974 (reprint 1976/198).

The application is sustained, except in the matter of clause 10, Term of Agreement. In this respect the Commission is not satisfied that there are particular and special reasons to justify a period of less than twelve months. Accordingly its order revises clause 10 to read:

"This agreement insofar as it relates to the rates of wages to be paid, shall be deemed to have come into force on the 9th day of November 1976 and in respect of all other conditions, from the day of the date hereof, and the agreement shall remain in force until the 8th day of November 1977."

(L.S.)

G. O. Whatnall, President.