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**Fertiliser Extension Project 650 T.P.D.  
Sulphuric Acid Plant, Awatoto Employees –  
Collective Agreement (Voluntary)**

**Dated 13/2/76**

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## 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 Fertiliser Extension Project 650 T.P.D. Sulphuric Acid Plant, Awatoto employees dispute of interest between Simon Carves Australia, and Napier Machinery Limited and the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers.

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 13th day of February 1976.

(L.S.)

G. O. Whatnall, President.

Section 65

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 Fertiliser Extension Project 650 T.P.D. Sulphuric Acid Plant, Awatoto, dispute of interest between Simon Carves Australia and Napier Machinery Limited and New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades 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 Wellington this 12th day of December 1975.

For and on behalf of Simon Carves Australia and Napier Machinery Limited:

A. E. D. Barnes.  
B. J. Landers

## FERTILISER EXTENSION PROJECT 650 T.P.D. SULPHURIC ACID PLANT – AWATOTO

This Collective Agreement made in pursuance of the Industrial Relations Act 1973 dated this 12th day of August 1975 between the employers, Simon Carves Australia and Napier Machinery Limited and the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers.

The conditions outlined are applicable to those employees of Simon Carves Australia and Napier Machinery Limited who are employed at the date of acceptance of the conditions and are in full settlement in respect of union claims and shall remain unchanged except for statutory increases during the term of project.

### RATES OF PAY

1. Fitters rates increased from two dollars thirty two cents per hour by three cents per hour to two dollars thirty five cents per hour with proportionate increases for Riggers based on present rate of two dollars fifteen cents per hour and Fitters Assistants one dollar ninety six cents per hour. In addition a sheet metal worker's rate will be two dollars thirty five cents per hour, Lagger first class two dollars twenty three cents per hour and a Lagger one dollar ninety eight point five cents per hour. Date of operation 1 March 1975.

NOTE: The Fitter's rate of two dollars thirty five cents already includes the indentured allowance.

All rates of pay will receive the additional three dollars per week or the four percent in respect of the 15 January 1975 cost of living order, subject to any award or statutory provision giving the employer the right to absorb it in any subsequent movements.

### COMMON FARES AND TRAVEL ALLOWANCE

2. Shall be paid to all classifications of workers under these conditions. Workers required to travel daily to the site and for whom the employer does not provide transport shall be paid a fares and travel allowance of one dollar and thirty cents per day worked. The date of operation 6 January 1975.

### SITE AND INDUSTRIAL DISABILITIES ALLOWANCE

3. In recognition of any unusual working conditions that may apply at the Awatoto site and in full satisfaction of all claims that might arise in regard to the nature, location, weather and other conditions applicable to construction on the site and in lieu of payment specified by awards for special rates (except for welding in confined spaces when the award conditions will apply) a total payment of 24 cents per hour, comprising of 14 cents industrial disabilities and 10 cents for site disabilities will apply for each hour worked. This is a flat hourly rate and is not subject to cost of living adjustment. Date of operation 6 January 1975.

### PRODUCTIVITY ALLOWANCES

4. In any week in which a worker has not been absent for any period including overtime during the available hours of work on every day as requested by the employer, a worker shall be paid a productivity allowance of \$7.00 per week:

Exceptions would be absences for dental or medical appointments which cannot be kept outside normal hours and for which evidence is available. Date of operation for this payment will have to be from the date of acceptance of these conditions. (2 July 1975.)

## REDUNDANCY

5. A redundancy payment for those workers who remain on the Awatoto contract until their services are terminated by the Company due to completion of work and only terminated on site for that reason (it does not apply to sub-contractors employees who continue in employment with the sub-contractor) will be paid as follows:

Workers with up to 6 months continuous service – a total of 60 hours

Workers with more than 6 months and up to 12 months continuous service – a total of 80 hours

Workers with more than 12 months continuous service – a total of 120 hours

The redundancy payment shall be computed at the ordinary hourly rate inclusive of the site allowance.

For and on behalf of –

Simon Carves Australia:

A. E. D. Barnes.

Napier Machinery Limited:

A. E. D. Barnes.

The N.Z. Engineering Union:

B. J. Landers.

12 August 1975.

## MEMORANDUM

On 8 October 1975 the Commission issued a decision in which it indicated that a document submitted under section 65 of the Industrial Relations Act in respect of the Awatoto Plant was not considered to be 'registerable' but approval was given for the purposes of the Wage Adjustment Regulations 1974. In the light of an amendment to the law, the Commission is now prepared to register the document, a necessary move in that Salmac Insulation jointly with the Engineers and Related Trades Union with consent of the primary parties, has filed a notice of concurrence with the collective agreement. The agreement is registered accordingly.

(L.S.)

G. O. Whatnall, President.