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# New Zealand Fire Sprinklers Installation Workers — Collective Agreement (Voluntary)

Dated 26/1/79

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

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 26th day of January 1979.

(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 REGISTRA-TION

In the matter of the Industrial Relations Act 1973; and in the matter of the N.Z. Fire Sprinkler Installation Workers' 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 and T Burt Ltd; Reliance Firefighting Equipment Ltd; Environ Mechanical Services Pty Ltd.

To the Registrar of the Arbitration Court, 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 Arbitration Court as a Collective Agreement.

Dated at Auckland this 1st day of December 1978

Signed for and on behalf of the employer parties:

K. Bania, Authorised Agent.

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

J. Butterworth, Assistant Secretary Auckland Branch.

## TERMS OF VOLUNTARY SETTLEMENT N. Z. FIRE SPRINKLERS IN-STALLATION 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 Employees' 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 to 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 three 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 two years experience as a sprinkler hand, a worker who shows proper application and competence shall be reclassified as a sprinkler fitter.

RATES OF PAY

(b) (i) 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 12.1 cents per hour at the discretion of the employer.

(ii) After 5 years as a sprinkler fitter, a sprinkler fitter shall become entitled to 50% of the skill and responsibility allowance specified in subclause (b) (i) of this clause.

## CHARGE HAND ALLOWANCE

5. (a) Where the charge hand is responsible for the progress of a job, including safety requirements, crew discipline, and liason with other contractors, he will be paid a basic responsibility allowance of 119.0 cents 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 119.0 cents per day, the following further responsibility allowances:

Where the charge hand is responsible for three other workers he shall receive a further 63 cents per day (making a total of 182.0 cents per day):

Where the charge hand is responsible for four other workers he shall receive a further 63 cents per day (making a total of 245.0 cents per

Where the charge hand is responsible for five other workers he shall receive a further 37 cents per day (making a total of 282.0 cents per

Thereafter, the charge hand shall receive a further 37 cents 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 119.0 cent 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 256.0 cents per day.

(c) Safety Supervisor's Certificate — Those charge hands holding current Saftey Supervisor's Certificate shall be paid 57 cents per day.

#### CONDITIONS PAYMENT

6. (a) Combined Condition Allowance — Workers employed under this agreement shall be paid a combined condition allowance of 17.6 cents per hour for each hours worked in lieu of the following payments provided in the N.Z. Metal Trades Collective Agreement:

Confined space allowance (Table B -2)

Dirt Money (Table B -3) Height Money (Table B — 14)

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 area 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 neceesary and practicable and shall pay an allowance of 9.2 cents per hour whilst the worker is so employed.

#### WORK GANG

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, \$89.32 per week shall be paid to the worker concerned or alternatively where the actual cost exceeds \$89.32 per week, the employer shall arrange and pay for the accommodation.

(b) A sundry expenses allowance of \$17.86 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 \$2.55 per day.

## INCREASE IN RATES OF REMUNERATION

10. The General Wage Order of the Court of Arbitration dated 3 July 1978 and all previous General Wage Orders, Cost of Living Orders and Cost of Living Allowances have been incorporated into the rates and payments set out in this Agreement and shall not be added to the rates and payments shown.

Any future General Wage Order of the Court of Arbitration shall be applied according to its tenor to the rates and payments set out in this Agreement.

#### TERM OF AGREEMENT

11. This Agreement insofar as it relates to the rates of wages to be paid shall be deemed to have come into force on the 16th day of December 1978 and in respect of all other conditions, from the date of the date hereof, and the Agreement shall remain in force until the 15th day of December 1979.

For Wormald Bros (N.Z) Ltd: J. Edbrooke. For A and T Burt Ltd: J. Aitken. J. E. Powell. For I.S.T. Consolidated Ltd: For Reliance Firefighting Equipment Ltd: J. C. Fairbairn. For Environ Mechanical Services Pty Ltd: J. Fox.

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

### **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.

Having regard to prevailing circumstances the Court has, pursuant to section 92 (2) of the Industrial Relations Act 1973, consented to the specified period for which this award is to continue in force being less than one year from the date of registration.

The rates of remuneration prescribed by this collective agreement are NOT to be increased by the application of the provisions of the order of the Arbitration Court made under the General Wage Orders Act 1977, dated the 3rd day of July 1978. (L. S.)

J. R. P. Horn, Judge.