160 Please post in a Conspicuous Place accessible to Workers

New Zealand Co-Operative Dairy Company Limited. Mechanical and Electronic Instrumentation Technicians — Composite Agreement

Dated 1/2/80

NOTE: See clause 2(n) 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 Co-operative Dairy Company Limited Mechanical and Electronic Instrumentation Technicians dispute of interest between the New Zealand Co-operative Dairy Company Limited and the North Island Electrical and Electronics and Related Trades Industrial Union of Workers and the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades 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 1st day of February 1980.

(L.S.)

J. R. P. Horn, Judge.

Sections 65 and 66

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 dispute of interest between N.I. Electrical and N.Z. Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Unions of Workers and The New Zealand Co-operative Dairy Company Limited.

To the Registrar of the Court of Arbitration:

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 (section 66) of the Industrial Relations Act 1973, for registration by the Court of Arbitration as a Collective Agreement.

Dated at Hamilton this 21st day of December.

Signature of Parties:

For the N.I. Electrical and Related Trades Industrial Union of Workers:

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

R. Savage, as agent.

New Zealand Co-operative Dairy Co. Ltd:

SALARY AGREEMENT BETWEEN N.Z. CO-OPERATIVE DAIRY COMPANY LIMITED, HAMILTON AND THE N.I. ELECTRICAL AND RELATED TRADES INDUSTRIAL UNION OF WORKERS AND THE N.Z. ENGINEERING, COACHBUILDING, AIRCRAFT, MOTOR AND RELATED TRADES INDUSTRIAL UNION OF WORKERS

BASIC SALARY

- 1. The basic salary shall include 200 hours overtime prescribed in Appendix 'A'.
 - (a) Mechanical Industrial Instrumentation Technician \$13,280.4c.
 - (b) Electronics Industrial Instrumentation Technician \$13,280.4c.
 - (c) Senior Electronics Instrumentation Technician shall receive a premium of 5% in addition to the Electronics Industrial Instrumentation Technicians basic salary, qualification and Service Allowance.

ALLOWANCES

- 2. In addition to the basic salaries the following extra allowances shall be made on an annual basis except where specified.
- (a) Registration Technician holding Electricians, Electrical Technicians, Electronic Service persons, Registration shall be paid an allowance of \$270.40 per annum. This amount shall be varied from time to time in accord with the payment prescribed in the Northern, Taranaki, Wellington, Otago and Southland Electrical Workers' Collective Agreement.

Technicians holding one Advanced Trade Certificate relevant to their occupation shall be paid an allowance of \$372.78 per annum.

Technicians holding two Advanced Trade Certificates relevant to their occupation shall be paid an allowance of \$559.17 per annum.

These two payments shall not be accumulative and shall be adjusted in accord with the Northern, Taranaki, Wellington, Otago and Southland Electrical Workers' Award.

(c) N.Z.C.E. and N.Z.C.S. — Technicians holding N.Z.C.E. in Instrumentation, Electrical Engineering Telecoms and N.Z.C.S. in electronics shall be paid an allowance of \$937.95 per annum. Higher National Certificate shall be considered equivalent to N.Z.C.E.

A technician holding N.Z.C.E. or N.Z.C.S. Intermediate equivalent shall be paid an allowance of \$468.98 per annum.

These payments shall not accumulate with Advanced Trade Certificates.

- (d) Project Work A technician who is required to supervise six or more workers on a special project shall be paid a further weekly allowance of \$1.00 for each worker supervised.
- (e) Service Allowance (i) For service between 6 months and one year, a one time payment of \$84.18 shall be made.
 - (ii) For service specified below the respective annual payments shall be paid.

More than one year - \$264.55 per annum

More than two years - \$336.70 per annum

More than three years - \$384.80 per annum

More than four years - \$456.95 per annum

More than five years – \$505.05 per annum

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The above amounts are not accumulative.

(f) Overtime — Overtime worked as a result of work extending over the normal 8 hour day shall be included in the salary prescribed in Appendix 'A'.

All planned overtime shall be paid at overtime rates based on Basic hourly rates prescribed in Appendix 'A'. The basis for computing this payment shall be as provided for in the respective Awards named in Subclause (k) of this agreement

(g) Callouts – (i) Technicians required to be on callout outside of his normal hours of work shall be paid an allowance of \$4.50 per night, Monday to Friday, and \$9.00 per day Saturdays, Sundays and Statutory Holidays. No technician shall be required to work a roster of greater frequency than 1 week in 3.

(ii) If at any time a worker is called out after having ceased work, or before the normal time of starting then the time so worked shall be paid for at double rates computed from the time of leaving home to the time of his return; provided a minimum of 3 hours shall be paid for each call. The ordinary rate is prescribed in

Appendix 'A'.

(iii) Workers entitled to payment under Subclause (a) of this clause who are required to be "On Call" on a statutory holiday, shall receive the ordinary weeks pay, plus one days pay, plus ordinary time for any time worked between 7.30 and 5.00 p.m. and double time thereafter.

(iv) Technicians required to be "On Call" shall have their full telephone rental

paid.

(h) Holidays - Holidays shall be provided in accordance with the Industry Award or Collective Agreement.

(i) Savings — Nothing in this agreement shall be construed so as to reduce the

wages or privileges of any technician.

- (j) Cost of Living Orders and Award Increases (a) The General Wage Order of the Arbitration Court dated 3 July 1978 and all previous General Wage Orders, Cost of Living Orders, Cost of Living Allowances, have been incorporated into the rates and payments set out in this Agreement.
- (b) The rates of remuneration determined by this Agreement are not to be increased by the application of the provisions of the general increase provided by the Remuneration (General Increase) Regulations 1979 effective from 3 September 1979.

(c) Any future General Increase made pursuant to the Remuneration Act 1979

shall be applied according to its tenor to the rates and payments herein.

(k) Away from Home Allowance - Technicians who are required to live away from home while working on projects shall be paid an allowance of \$3.52 every night away from home. This is not to cover accommodation expenses which shall

be paid by the Company.

- (1) Matters Not Provided For In the event of any Dispute arising or matter not provided for in this instrument then the Northern, Taranaki, Wellington and Otago and Southland Electrical Workers Collective Agreement in the case of any Electrical Trade Union members will be applied and in the case of a N.Z. Engineers Union member, the N.Z. Factory Engineers Award will be applied.
 - (m) Scope (i) This Agreement shall cover Instrument Technicians employed by

the N.Z.C.D.C. and apply within the Northern Industrial District.

(ii) This Agreement shall be binding on the Company and each employee who by the work he performs is a member of the Unions party to this Agreement.

(n) Date of Application — This Agreement shall operate from the 3rd September, 1979 and shall continue in force until the 2nd September, 1980.

Signed on behalf of:

The New Zealand Co-operative Dairy Company Limited:

For and on behalf of:

N.I. Electrical, Electronics and Related Trades Industrial Union of Workers (Auckland Branch):

For and on behalf of:

N.Z. Engineering Coach Building, Aircraft Motor and Related Trades Industrial Union:

R. Savage as agent.

APPENDIX 'A'			
(i) Basic Salary Rate			
Basic Hourly Rate 552	2.2c	2080 x 552.2c	= \$11,485.76
		150 x 1½ x 552.2	= \$ 1,242.45 = \$ 552.20
		50 x 2 x 552.2c	= \$ 552.20
			\$13,280.41
(ii) Registration -			
(i) Full \$5.20 x (ii) Limited \$2.60 x			
(iii) Advanced Trades Certification	icates—		
(1) Advanced Trade	e	(2) Advanced Trad	le
15.5 cents x 2080 hou		7.75 cents x 2080 ho	
15.5 cents x 150 x 1. 15.5 cents x 50 x 2	.5 = \$ 34.88 = \$ 15.50	7.75 cents x 150 x 1 7.75 cents x 50 x 2	
13.3 cents x 30 x 2	- \$ 13.30	7.75 Cents X 50 X 2	, - \$ 7.73
	\$372.78 +	1st Advanced Trade	\$186.39 372.78
			\$559.17
(iv) N.Z.C.E. Final –		N.Z.C.E. Intern	nediate —
` '	811.20	19.5 x 2080	= \$395.20
$39 \times 150 \times 1.5 = $ \$	87.75	19.5 x 150 x 1.5	= \$ 42.75
$39 \times 50 \times 2 = $ \$	39.50	19.5 x 50 x 2	= \$ 19.00
\$	937.95		\$468.98
(v) Service Allowance –			
6 months to 12 Months –		More than One Yes	ar —
	\$83.20	13 x 2080	= \$270.40
	\$ 9.00 \$ 4.00	13 x 150 x 1½ 13 x 50 x 2	= \$ 29.25 = \$ 13.00
	\$96.20	10 11 00 11 2	\$312.65
More than Two Years –		More than Three Y	ears —
	\$332.80	18 x 2080	= \$374.40
	\$ 36.00 \$ 16.00	18 x 150 x 1½ 18 x 50 x 2	= \$ 40.50 = \$ 18.00
TOTAL BOTTE	10.00	10 X 30 X Z	Ψ 10.00
	\$384.80		\$432.90
More than Four Years –		More than Five Yea	ars —
	\$457.60	25 x 2080	= \$520.00
	\$ 49.50 \$ 22.00	25 x 150 x 1½ 25 x 50 x 2	= \$ 56.25 = \$ 25.00
22 X 30 X 2 -		23 X 30 X 2	- \$ 25.00

The above allowances are not accumulative.

\$529.10

\$601.25

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.

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 collective agreement is to continue in force being less than one year from the date of registration.

(L.S.)

J. R. P. Horn, Judge.