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**East Coast Fertiliser Company Limited
Engineering Maintenance Employees
— Collective Agreement (Voluntary)**

Dated 27/2/80

Note: see clause 8 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 East Coast Fertiliser Company Limited Engineering Maintenance Employees Dispute of Interest between the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers and the East Coast Fertiliser Company Limited.

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 27th day of February 1980.

(L.S.)

J. R. P. Horn, Judge.

Form 5

Section 65

Regulation 9 (4)

Under the Industrial Relations Act 1973
SUBMISSIONS OF VOLUNTARY SETTLEMENT FOR
REGISTRATION

In the matter of the Industrial Relations Act 1973 and in the matter of the East Coast Fertiliser Company Limited Engineering Maintenance Employees Dispute of Interest between the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers and the East Coast Fertiliser Company Limited, Napier.

To the Registrar of the Arbitration Court:

We hereby submit to you a signed copy of the terms of the Voluntary Settlement of the abovementioned 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 Napier this 28th day of January 1980.

Signed for and on behalf of East Coast Fertiliser Company Limited:

J. A. Campbell.

Signed for and on behalf of the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers:

B. J. Landers.

**EAST COAST FERTILISER COMPANY LIMITED
ENGINEERING MAINTENANCE EMPLOYEES —
VOLUNTARY COLLECTIVE AGREEMENT**

This agreement made in pursuance of the Industrial Relations Act 1973 this 10th day of December 1979 between the New Zealand Engineering, Coach-building, Aircraft, Motor and Related Trades Industrial Union of Workers (Wellington Branch) and East Coast Fertiliser Company Limited, Napier, whereby it is mutually agreed by and between the parties hereto as follows:

1. That the terms, conditions, stipulations and provisions contained and set out in the schedule hereto shall be binding upon the parties, and they shall be deemed to be and are hereby declared to form part of the agreement.

2. That the said parties hereto shall respectively do, observe and perform every matter and thing by this agreement and by the said terms, conditions, stipulations and provisions respectively required to be done, observed and performed and shall not do anything contrary to this agreement or to its terms, conditions, stipulations and provisions but shall in all respects abide by and perform the same.

**SCHEDULE
ARRANGEMENT OF AGREEMENT**

Clause Number	Title
1 —	Application of Agreement
2 —	Relationship to Conciliated Collective Agreements
3 —	Wages
4 —	Special Payments
5 —	Shifts
6 —	Holidays
7 —	Accommodation of Vehicles
8 —	Term

APPLICATION OF AGREEMENT

1. This agreement shall apply to those workers specified in Clause 3 of this agreement, who are employed by East Coast Fertiliser Company Limited on maintenance and repair work or mechanical operations involved with the production and transport of chemical fertilisers and associated materials in plant or bulk stores. Nothing in this agreement shall apply to those workers whose work is of a purely supervisory nature.

RELATIONSHIP TO CONCILIATED COLLECTIVE AGREEMENTS

2. Workers covered by this agreement shall continue to be bound by the terms of the conciliated awards covering their individual occupations except in respect of matters dealt with in the following Clauses of this agreement.

WAGES

3. (a) Classification —	Per Hour
Factory Engineer, Mechanic, Draftsman	\$4.466
Fitters Mate, Greaser, Engineering Storeman	\$3.902
(b) Service Allowance — After three months continuous service with the employer an adult worker shall be paid an allowance of 5.5 cents per hour.	

After six months continuous service with the employer an adult worker shall be paid a further 3 cents per hour making a total allowance of 8.5 cents per hour.

After 1 year's continuous service with the employer an adult worker shall be paid a further 4.5 cents per hour making a total allowance of 13 cents per hour.

After two years continuous service with the employer an adult worker shall be paid a further 3 cents per hour making a total allowance of 16 cents per hour.

After three years continuous service with the employer an adult worker shall be paid a further 2 cents per hour making a total allowance of 18 cents per hour.

After four years continuous service with the employer an adult worker shall be paid a further 4 cents per hour making a total allowance of 22 cents per hour.

After five years continuous service with the employer an adult worker shall be paid a further 3 cents per hour making a total allowance of 25 cents per hour.

(c) Qualification Allowances — (i) Indentureship — The basic hourly rate of a worker who has completed a recognised apprenticeship to any of the branches of the trade covered by this agreement shall be increased by 13 cents per hour. The allowance shall be payable from the date on which the worker produces to the employer his certificate of due completion of apprenticeship or other documentary proof as the case may require where the apprenticeship was completed overseas or in the armed forces.

(ii) Trade Certificate — The basic hourly rate of a worker holding a Trade Certificate in any of the trades covered by this agreement shall be increased by 17 cents per hour.

(iii) Advanced Trade Certificate — The basic hourly rate of a worker holding an Advanced Trade Certificate in any of the trades covered by this agreement shall be increased by 17 cents per hour.

(iv) The payment for holders of Trade Certificate and of Advanced Trade Certificate shall only apply as from the date the worker produces to the employer a notification from the NZ Trades Certification Board that he has passed the examination for that Certificate for the trade in which he is employed.

SPECIAL PAYMENTS

4. (a) Workers employed welding or using oxy-acetylene equipment in the sulphur melter complex shall be paid at quarter ordinary time rate in addition to the rate appropriate at the time.

(b) All work in the following areas shall be paid at half ordinary time rates in addition to the rate appropriate at the time:

- (i) Changing sulphur pumps.
- (ii) Changing sulphur agitator.
- (iii) Inside the mill.
- (iv) Changing loco break shoes in pit.
- (v) Welding in den on old steel.
- (vi) Inside convertor, hot gas filter and ducting.
- (vii) Working on all broken acid lines where protective clothing is necessary and worn.

(c) Workers employed inside acid towers, tanks or vessels normally con-

taining acid and where protective clothing is necessary and worn shall be paid at ordinary time rate in addition to the rate appropriate at the time.

(d) Disability Allowance — In recognition of the working conditions and practices pertaining from time to time in a fertiliser manufacturing industry, a further payment of 20 cents per hour shall be paid in addition to the hourly rate. This is in full satisfaction and discharge of other special payments previously paid and not now specified in this agreement such as dirty work, confined space, respirators, height, sulphur rates, acid rates and blunger rubbers.

SHIFTS

5. The Shifts provision contained in the New Zealand Factory Engineers Award shall apply with the following modifications:

- (i) Workers employed on shifts shall be paid a shift allowance of \$5 per shift.
- (ii) A permanent shift worker shall continue to receive his shift allowance when his normal shift roster is suspended for a period of less than 28 days, provided the worker attends for day or other work as required by the employer.

HOLIDAYS

6. (a) The following shall be recognised holidays under this part of this agreement:

Christmas Day, Boxing Day, New Year's Day, 2nd January, Hawke's Bay Spring Show Day, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the birth of the Reigning Sovereign, and Labour Day.

(b) For time worked on any of the abovementioned holidays, or on Easter Saturday, treble time shall be paid. This payment shall include any payment due under sub-clause (d) of this Clause.

(c) In the event of a statutory holiday other than Waitangi Day or Anzac Day falling on a Saturday or Sunday, such holiday shall be observed on the following Monday and in the event of another statutory holiday falling on such Monday such other holiday shall be observed on the succeeding Tuesday.

(d) Payment of wages for the said holiday shall be made to all workers who perform work under this part of this agreement at any time during the fortnight ending on the day on which the holiday occurs. Subject to Section 28 of the Factories Act 1946 the employer shall pay one tenth of a day's ordinary wage to each worker in respect of each ordinary day worked by him for that employer during the fortnight ending on the day of any holiday observed in accordance with sub-clause (a) of this Clause.

(e) Where any of the above holidays is observed on a shift workers rostered day off, he shall be paid for such day at ordinary rates of pay.

ACCOMMODATION FOR WORKERS VEHICLES

7. (a) The employer shall do everything reasonably possible to provide a parking area protected from dust and fumes for his workers motor cars.

(b) (i) Where the employer is unable to provide a parking area free from dust and fumes he shall pay a car maintenance allowance to each worker who, to a substantial extent, uses his own car to go to and from work.

(ii) The allowance payable shall be \$4.70 per week.

(iii) The allowance shall not be payable in respect of any week in which the worker does not attend for three days or more. The reckoning shall include as a day worked any recognised holiday listed in Clause 6 of this agreement.

(iv) Each worker shall notify his employer of his intention to use a motor vehicle to and from his work, shall inform his employer of the registered number of the vehicle, and shall park the vehicle in the designated car park as directed by the employer.

(c) The employer shall provide a covered stand for the workers bicycles.

(d) Workers shall be held responsible for their own cars, bicycles and other private property.

(e) The employer shall provide a parking area for his workers motor cars and shall do everything possible to protect such an area from dust and fumes.

TERM OF AGREEMENT

8. This agreement in respect of provisions relating to the rates of wages and allowances shall be deemed to have come into force on the first day of the pay week commencing on or after the 6th day of December 1979, and so far as all other provisions of the agreement are concerned, it shall come into force on the 11th day of December 1979. The agreement shall remain in force until the 5th day of December 1980.

MEMORANDUM

The parties to this Agreement record that the rates shown in Clause 3 Section (a) contain a 3.5¢ adjustment for a 12 month period only, to compensate for a misalignment in the 1978/79 Agreement. e.g. The Factory Engineer rate to be used for negotiation at end of Agreement life span will be \$4.431.

Signed on behalf of the employers East Coast Fertiliser Company Limited:

J. A. Campbell.

Signed on behalf of the Union New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers:

B. J. Landers.

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

(L.S.)

J. R. P. Horn, Judge.