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**East Coast Fertiliser Company Limited  
Electrical Maintenance Employees –  
Collective Agreement (Voluntary)**

**Dated 17/12/81**

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Note: See clause 10 herein for the date on which rates of wages come into force

## 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 Electrical Maintenance Employees Dispute of Interest between the North Island Electrical and Electronics and Related Trades Industrial Union of Workers and East Coast Fertiliser Company Limited Napier

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 17th day of December 1981.

(L.S.)

D. S. Castle, Judge

Section 65

Form 5

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 Electrical Maintenance Employees Dispute of Interest between The North Island Electrical and Electronics 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 30th day of November, 1981.

Signed for and on behalf of East Coast Fertiliser Company Limited

J. A. Campbell

Signed for and on behalf of the North Island Electrical and Electronics and Related Trades Industrial Union of Workers

N. B. Taylor

**EAST COAST FERTILISER COMPANY LIMITED ELECTRICAL  
MAINTENANCE EMPLOYEES VOLUNTARY COLLECTIVE  
AGREEMENT**

This agreement made in pursuance of the Industrial Relations Act 1973 this 25th day of November, 1981 between the North Island Electrical and Electronic and Related Trades Industrial Union of Workers 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	Overtime
7	Holidays
8	Annual Holidays
9	Accommodation for Workers Vehicles
10	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. 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
(i) Registered Electrician .....	\$6. 71
(ii) Industrial Electronic Serviceperson .....	\$6.883

The Industrial Electronics Serviceperson is the worker so designated who is substantially employed on instrumentation, electronics and industrial control equipment.

(b) Service Allowance —

After three months current continuous service with the employer an adult worker shall be paid an allowance of 7.5 cents per hour.

After six months current continuous service with the employer an adult worker shall be paid a further 3.4 cents per hour making a total allowance of 10.9 cents per hour.

After one years current continuous service with the employer an adult worker shall be paid a further 7.6 cents per hour making a total allowance of 18.5 cents per hour.

After two years current continuous service with the employer an adult worker shall be paid a further 4.5 cents per hour making a total allowance of 23 cents per hour.

After three years current continuous service with the employer an adult worker shall be paid a further 4.5 cents per hour making a total allowance of 27.5 cents per hour.

After four years current continuous service with the employer an adult worker shall be paid a further 4.5 cents per hour making a total allowance of 32 cents per hour.

After five years current continuous service with the employer an adult worker shall be paid a further 4.5 cents per hour making a total allowance of 36.5 cents per hour.

After six years current continuous service with the employer an adult worker shall be paid a further 4.5 cents per hour making a total allowance of 41 cents per hour.

(c) Qualification Allowance —

(i) A registered electrician who has obtained registration as an electrical technician and covered by this agreement shall be paid a further 32.9 cents per hour.

(ii) Where a registered electrician covered by this agreement holds an Advanced Trade Certificate he shall be paid an additional 25 cents per hour. Where a registered electrician holds a 2nd Advanced Trade Certificate he shall be paid an additional 25 cents per hour.

(iii) Registered electricians shall be paid \$9.50 per week extra in recognition of registration.

(iv) Call out and statutory holiday stand by as present agreement.

#### SPECIAL PAYMENTS

4. (a) (i) Workers employed cleaning and chipping Copper Oxide off Crane collectors shall be paid at quarter ordinary time rate in addition to the rate appropriate at the time with a minimum payment of 1 hour.

(ii) Workers employed under floor of office block or under weigh bridges shall be paid at quarter ordinary time rate in addition to the rate appropriate at the time.

(iii) Workers employed blowing out slip ring motors where carbon dust mask is necessary and worn shall be paid at quarter ordinary time rates in addition to the rate appropriate at the time.

(b) (i) Workers employed on oleum and acid bubbles tubes where protective clothing is necessary and worn shall be paid at half ordinary time rates in addition to the rate appropriate at the time.

(ii) Workers employed on locomotive motor or generator in pit shall be paid at half ordinary time rates in addition to the rate appropriate at the time.

(c) Disability Allowance – In recognition of the working conditions and practices pertaining from time to time in a fertiliser manufacturing industry, a further payment of 29 cents per hour shall be paid in addition to the hourly rate which shall count in the calculation of overtime. This is in full satisfaction and discharge of other special payments previously paid and now specified.

Dirty work, confined space, respirators, masks, height 79' and below, sulphur rates, acid rates, transformer oil, wet and Sunday work.

Note – Combination overalls and safety footwear will continue to be free issue as per our existing agreement and shift electricians will be issued a Swandri type jacket to be replaced on a fair wear and tear basis.

#### Reimbursing Payments

Meal Allowance .....	\$3.40 per meal
Mileage Allowance .....	32.71 per km
Clothing Allowance .....	12 cents per hour
Tool Allowance .....	15 cents per hour

### SHIFTS

5. The Shifts provision contained in the New Zealand (except Canterbury and Westland) Electrical Workers Award shall apply with the following modifications:

- (i) Workers employed on shifts shall be paid a shift allowance of \$6.93 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.
- (iii) No alteration to shift system will occur without prior consultation with the workers concerned and their Union.

### OVERTIME

6. Overtime may be worked by mutual agreement.

Where practicable notice shall be given of overtime on the day prior to it being worked.

At the employer's discretion, weekend overtime may be offered provided the worker has completed 40 ordinary hours in the current week.

Electrical Workers required to work on a Saturday or Sunday other than those days referred to in clause 7 shall be entitled to penal rates for time worked up to eight hours or in lieu thereof they may prefer the option of being paid ordinary rates whilst working and receive the balance of their entitlement in hours at some mutually agreed time during the following week.

### HOLIDAYS

7. (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 birthday 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 subclause (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 the Holidays Act 1981 the employer shall pay one tenth of a days 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.

### ANNUAL HOLIDAYS

8. After seven years current continuous service, each worker shall at the end of the seventh and subsequent years be entitled to an annual holiday of four weeks instead of three weeks. The fourth week's holiday may be taken in conjunction with or separately from the first three weeks holiday as the employer may decide, and in a manner agreed upon between the employer and the worker.

### ACCOMMODATION OF WORKERS VEHICLES

9. (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 \$8.01 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 7 of this agreement.

(iv) Each worker 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 ultimately responsible for the insuring of their motor vehicles and bicycles.

(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.

(f) Nothing in this agreement shall be construed so as to reduce the wages or privileges of any worker.

### TERM

10. This agreement shall be deemed to come into force on the first day of the pay week commencing on or after the 6th day of December, 1981 and shall remain in force until the 5th day of December, 1982.

Signed for and on behalf of East Coast Fertiliser Company Limited

J. A. Campbell

Signed for and on behalf of the North Island Electrical and Electronics and Related Trades Industrial Union of Workers

N. B. Taylor

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.)

D. S. Castle, Judge