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**East Coast Fertiliser Company Limited  
Maintenance Employees – Composite  
Agreement**

**Dated 22/4/81**

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Note: See clause 9 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 Maintenance Employees Dispute of Interest between the New Zealand Carpenters and Related Trades Industrial Union of Workers, the New Zealand Plumbers, Gasfitters 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 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 22nd day of April 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 Maintenance Employees Dispute of Interest between the New Zealand Carpenters and Related Trades Industrial Union of Workers, The New Zealand Plumbers, Gasfitters 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 above-mentioned dispute of interest arrived at by the parties pursuant to Section 66 of the Industrial Relations Act 1973 for registration by the Arbitration Court as a Collective Agreement.

Dated at Napier this 3rd day of February 1981.

For and on behalf of East Coast Fertiliser Company Limited

J. A. Campbell

For and on behalf of the New Zealand Carpenters and Related Trades Industrial Union of Workers

R. Petch Site Delegate  
H. Parker Dist. Sec

For and on behalf of the New Zealand Plumbers, Gasfitters and Related Trades Industrial Union of Workers

J. West Site Delegate  
J. D. Selby National President

## EAST COAST FERTILISER COMPANY LIMITED MAINTENANCE EMPLOYEES VOLUNTARY COLLECTIVE AGREEMENT

This Agreement made in pursuance of the Industrial Relations Act 1973 this 10th day of December 1980 between the –

New Zealand Carpenters and Related Trades Industrial Union of Workers; The New Zealand Plumbers, Gasfitters 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

No.	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	Overtime
9	Term of Agreement

#### 1 – APPLICATION OF AGREEMENT

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.

#### 2 – RELATIONSHIP TO CONCILIATED COLLECTIVE AGREEMENTS

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.

## 3 – WAGES

(a) Classification	Per Hour
Carpenter, Painter, Plumber .....	\$5.42

## (b) Service Allowance

After three months current continuous service with the employer an adult worker shall be paid an allowance of 6.5 cents per hour.

After six months current continuous service with the employer an adult worker shall be paid a further 3 cents per hour making a total allowance of 9.5 cents per hour.

After 1 year's current continuous service with the employer an adult worker shall be paid a further 4.5 cents per hour making a total allowance of 16 cents per hour.

After two years current continuous service with the employer an adult worker shall be paid a further 4 cents per hour making a total allowance of 20 cents per hour.

After three years current continuous service with the employer an adult worker shall be paid a further 3.6 cents per hour making a total allowance of 23.6 cents per hour.

After four years continuous service with the employer an adult worker shall be paid a further 3.8 cents per hour making a total allowance of 27.4 cents per hour.

After five years continuous service with the employer an adult worker shall be paid a further 3.8 cents per hour making a total allowance of 31.2 cents per hour.

Service allowance shall count in the calculation of overtime.

## (c) Qualification Allowance

(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 15.3 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 20 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 20 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 N.Z. Trades Certification Board that he has passed the examination for that Certificate for the trade in which he is employed.

## 4 – SPECIAL PAYMENTS

(a) Workers employed under floor of office block 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) In dens with fitters welding old steel

(ii) Inside Acid Plant Burner

(iii) Cleaning inside covered bunkers with pneumatic tools

(iv) Painting inside Acid Plant tanks and covered bunkers

(c) Workers employed inside acid towers, tanks or vessels normally containing 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 25 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, sulphur rates, acid rates and blunger rubbers.

Specifically excluded are:

Carpenters	Painters	Plumber
Sunday Work	Inside tank wagons	Sunday work
Glasswool	Bulk Oil tanks	Height
Wet places	Tar	Pipes
Purlins	Roofs	Glasswool
		Roof
		Wet

Note:

Combination overalls and safety footwear will continue to be a free issue as per our existing agreement and the following reimbursing payments will apply.

Meal Allowance	\$2.84 per meal
Mileage Allowance	29.33 cents per Km.
Clothing Allowance	10 cents per hour
Tool Allowance	12 cents per hour (carpenters & plumber only)

## 5 – SHIFTS

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 \$6 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.

## 6 – HOLIDAYS

(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 above-mentioned 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.

## 7 – ACCOMMODATION FOR WORKERS VEHICLES

(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 \$7.18 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 vehicles, 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.

## 8 – OVERTIME

(a) 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 work in the current week.

(b) When more than five tradesmen (excluding shift tradesmen) are working overtime, a storeman may also be offered overtime at the Supervisor's discretion.

## 9 – TERM OF AGREEMENT

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 1980, and so far as all other provisions of the Agreement are concerned, it shall come into force on the 10th day of December 1980. The Agreement shall remain in force until the 5th day of December 1981.

Signed on behalf of the Employers East Coast Fertiliser Company Limited  
J. A. Campbell

Signed on behalf of the New Zealand Carpenters and Related Trades Industrial Union of Workers

R. Petch Site Delegate  
H. Parker Dist. Secretary

Signed on behalf of the New Zealand Plumbers, Gasfitters and Related Trades Industrial Union of Workers

J. West Site Delegate  
J. D. Selby National President

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.)

D. S. Castle Judge