

Please post in a Conspicuous Place accessible to Workers

**Portland Cement Works Electrical
Workers — Collective Agreement
(Voluntary)**

Dated 5/5/81

NOTE: See clause 7 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 Portland Cement Works Electrical Workers dispute of interest between the North Island Electrical, Electronics and Related Trades Industrial Union of Workers and Wilsons (New Zealand) Portland Cement 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 5th day of May 1981.

(L.S.)

N. P. Williamson, Judge.

Form 5

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 Maintenance Electricians at Portland Cement Works, Portland, dispute of interest between North Island Electrical, Electronics and Related Trades Industrial Union of Workers (Auckland Branch) and Wilsons (NZ) Portland Cement Ltd.

To the Registrar of the Arbitration Court

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 6th day of March, 1981.

For North Island Electrical, Electronics and Related Trades Industrial Union of Workers (Auckland Branch):

J. F. Taylor.

For Wilsons (NZ) Portland Cement Ltd:

M. P. Beer.

WILSONS (NZ) PORTLAND CEMENT LIMITED ELECTRICAL WORKERS VOLUNTARY COLLECTIVE AGREEMENT

1. Members of the North Island Electrical, Electronics and Related Trades Industrial Union of Workers (Auckland Branch) employed by Wilsons (NZ) Portland Cement Limited shall be covered by the N.Z. (except Canterbury & Westland) Electrical Workers Award, provided that, where industry provisions of the Wilsons (NZ) Portland Cement Limited Workers Voluntary Collective Agreement exceed the provisions of the N.Z. (except Canterbury & Westland) Electrical Workers Award, or are not provided for therein, the Industry provisions shall apply.

2. In lieu of wage rates specified for Electrical Workers in any other Award the following basic hourly wage rates shall be paid:

Registered Electrical Technician	\$5.9729
Registered Electrician	\$5.7100
Electrician, Completed Apprenticeship, Not Registered	\$5.5263
Substation/Switch Board Operators (Registered)	\$5.7100
Substation/Switch Board Operators (Not Registered)	\$5.4778
Linesman on Certification	\$4.9951
Linesman after 2 years	\$5.1426
Linesman Trainee	\$4.5217
Linesman Trainee after 1 year	\$4.5821
Linesman Trainee after 2 years	\$4.7488
Powerhouse Electrical Utility Worker	\$4.5368

CALL OUT ROSTER

3. (a) The allowance payable to Maintenance Electricians on call out roster shall be as provided for in the N.Z. (except Canterbury & Westland) Electrical Workers Award, provided that should the workers be required to work a 2 weekly call out roster the allowance shall be increased to \$36.59 per week on call for the period 2 weekly rosters are worked.

(b) The minimum payment for a worker called out in overtime hours shall be 4 hours provided that more than one call completed within 4 consecutive hours shall be deemed to be one call.

(c) Maintenance Electricians actively involved in full participation in the call out roster, that is one week on call in every four weeks, shall be entitled to one additional days leave for each 13 weeks of such participation. Should participation increase to being on call for one week in every three weeks or less, Maintenance Electricians shall be entitled to one additional day's leave for each 10 weeks of participation. All leave shall be additional to the annual leave entitlement.

(d) Each Maintenance Electrician on the call out roster shall be reimbursed 50% of his basic telephone rental for so long as he remains actively participant in the call out roster system.

(e) Any worker covered by this agreement and called out for overtime work after ceasing ordinary time work for the day shall receive a minimum of 4 hours at the appropriate overtime rates. Subsequent call outs within the same 4 hour period will not qualify for a further minimum.

SPECIAL PAYMENTS

4. (a) While working inside Precipitators when the kiln is off Electricians shall be paid half ordinary time rates extra.

(b) While working inside Precipitators when the kiln is working and one half is shut down for inspection or repairs, Electricians shall be paid ordinary time rate extra.

SICK LEAVE

5. Notwithstanding that the Industry sick leave provisions shall apply to workers covered by this agreement, for Substation operators, Linesmen and Utility workers who at 11th October 1977 have individual accumulated sick leave entitlement exceeding the maximum accumulation provisions of the Industry agreement shall retain such entitlement which will continue to be the maximum individual accumulation for sick leave entitlement which may be accrued by such workers.

HOLIDAYS

6. Substation operators, Linesmen and Powerhouse Electrical Utility Workers only, in addition to all other holidays due shall receive three days between Christmas and the New Year as additional holidays. Such days shall not be transferable unless a worker is specifically instructed by the employer not to take one or more of the days as additional annual holidays, but to receive a corresponding day or days in lieu thereof, at a time the employer may decide and as far as practicable to meet the wishes of the worker.

TERM OF AGREEMENT

7. This agreement shall be effective from 1st January 1981 and continue in force until 14th November 1981.

(NOTE — All rates of remuneration in this agreement include the full increments permissible under all cost of living or general wage orders effective on or before the date of this agreement. No further adjustment is payable in respect of such wage orders effective prior to 1 January 1981.)

A D D E N D U M

FLEXIBILITY ALLOWANCE

The parties to this agreement recognise there will be a change in manpower requirements at the Portland Works and therefore seek to minimise the need for enforced redundancies.

The Company will pay to all employees party to this agreement a special allowance of 2.25% on paid rates as at 1/1/81 in recognition of the Union members accepting a no replacement policy of any staff who resign, retire or for any other reason may leave the Company during the term of this agreement. The payment covers compensation for the remaining members maintaining the current work load and making themselves available to cover all electrical work required to be carried out by management. Should the workload become beyond the capacity of available staff then the Company has the right to have the work carried out as they see fit after consultation and agreement with the Union.

The Company further agrees that, during the term of this agreement (1st January 1981 to 14th November 1981), there shall be no forced redundancies of workers covered by the agreement.

Date 9th March 1981

For the North Island Electrical, Electronics and Related Trades Industrial Union of Workers (Auckland Branch):

J. F. Taylor.

Date 6/3/81

For Wilsons (NZ) Portland Cement Ltd:

M. P. Beer.

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.

The parties' settlement for a shortened term has the Court's consent pursuant to section 92 (2) of the Industrial Relations Act 1973 and Regulation 6 (3) of the Wage Adjustment Regulations Act 1974.

(L.S.)

N. P. Williamson, Judge.