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RANGITAIKI PLAINS DAIRY COMPANY LIMITED ELECTRICIANS' — COLLECTIVE AGREEMENT (VOLUNTARY)

Dated 10/6/82

NOTE: See clause 8 herein for the date on which rates of wages come into force.

Published and issued by the Arbitration Court of New Zealand

7850

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 Rangitaiki Plains Dairy Company Limited Electricians' Dispute of Interest between the Rangitaiki Plains Dairy Company Limited AND the New Zealand (except Canterbury and Westland) Electrical, Electronics 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 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. Tha' 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 10th day of June 1982.

(L.S.)

Section 65(66)

N. P. Williamson, Judge Regulation 9(4)

Form 5

Under the Industrial Relations Act 1973

SUBMISSION OF VOLUNTARY AGREEMENT FOR REGISTRATION

In the matter of the Industrial Relations Act 1973; and in the matter of the Rangitaiki Plains Dairy Company Limited Electricians' Dispute of Interest between the Rangitaiki Plains Dairy Company Limited and the New Zealand (Except Canterbury and Westland) Electrical, Electronics and Related Trades Industrial Union of Workers.

To the Registrar of the Arbitration Court of New Zealand,

We hereby submit to you a signed copy of the terms of 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 Edgecumbe this 22nd day of April, 1982.

Signed for and on behalf of the Rangitaiki Plains Dairy Company Limited M. A. Robbie

Dated at Auckland this 29th day of April 1982.

Signed for and on behalf of the New Zealand (Except Canterbury and Westland) Electrical, Electronics and Related Trades Industrial Union of Workers J. F. Taylor

7851

PREFACE TO TERMS

COLLECTIVE AGREEMENT

TERMS OF VOLUNTARY SETTLEMENT UNDER SECTION 65 OF THE INDUSTRIAL RELATIONS ACT 1973

This Collective Agreement made in pursuance of the Industrial Relations Act 1973 between the Rangitaiki Plains Dairy Company Limited (hereinafter called "the Employer" of the one part) and the New Zealand (Except Canterbury and Westland) Electrical, Electronics and Related Trades Industrial Union of Workers (hereinafter called "the Union" of the other part) 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 hereto and they shall be deemed to be and are hereby declared to form part of this agreement.

2. That the said parties 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 in contravention of this agreement of the said terms, conditions, stipulations and provisions but shall in all respects abide by and perform the same.

Dated at Edgecumbe this 22nd day of April 1982.

Signed for and on behalf of the Rangitaiki Plains Dairy Company Limited M. A. Robbie

Dated at Auckland this 29th day of April 1982.

Signed for and on behalf of the New Zealand (Except Canterbury and Westland) Electrical, Electronics and Related Trades Industrial Union of Workers J. F. Taylor As Authorised Agent

RANGITAIKI PLAINS DAIRY COMPANY LIMITED

COLLECTIVE AGREEMENT: ELECTRICIANS

CLAUSE 1 SCOPE OF AGREEMENT

This agreement shall apply to the Rangitaiki Plains Dairy Company Limited ("the Employer") and the members of the New Zealand (Except Canterbury and Westland) Electrical, Electronics and Related Trades Industrial Union of Workers ("the Union").

CLAUSE 2 ANNUAL SALARY

(a) The formula for calculating the salary is shown at Annex A. The Salary shall be \$20,663.56 per annum.

(b) The salary provides for a roster system forty two (42) weeks of the year with the remaining ten (10) weeks per annum being worked on a Monday to Friday (40-hour) basis. The forty two (42) weeks may be staggered to cope with seasonal differences or winter production requirements. The roster makes provision to provide an after hour call-out coverage.

(c) Salary includes payment for any statutory holiday worked on roster, one hundred (100) hours overtime and sixty (60) call-outs. It also provides a sum for all payments for welding, height and all miscellaneous allowances except those shown below.

CLAUSE 3 CALL-OUTS

(a) This agreement is based on a four (4) man roster. Excess call-outs over sixty (60) shall be paid in addition to salary on the basis of three (3) hours double time per call or actual hours worked, whichever is the greater. More than one (1) call completed within three (3) consecutive hours shall be deemed one (1) call.

(b) Calls on "new plant": Separate from and in addition to (a) any call-outs on "new plant" – defined as plant in operation from the date of commissioning and two months thereafter, shall be paid for as worked. Also calls done prior to the date of commissioning shall be paid for as worked.

(c) In conjunction with Clause 12b(ii) of the Award an electrician who is called back between the hours of 1.15 a.m. and 3.00 a.m. shall also be entitled to nine hours off duty at the completion of the call back without loss of ordinary time earnings.

CLAUSE 4 OVERTIME

A productivity incentive has been incorporated in the salary structure by providing up to one hundred (100) hours, overtime in the salary sum. This overtime is worked during the forty-two (42) hour week manufacturing season to enable completion of day to day jobs of small duration outside normal hours, including carry over into the lunch break. Should any overtime be worked in excess of this one hundred (100) hours, it shall be paid for.

CLAUSE 5 ALLOWANCES

In addition to salary the following allowances shall be paid:

- (i) Service Allowance: As Award (on hours paid).
- (ii) Tool Allowance: As Award.
- (iii) Meal Allowance: As Award.
- (iv) Travel Allowance: On the basis of ten (10) km minimum at the State Services rate for a vehicle of 2,000 cc capacity (for call-outs only).
- (v) Heat Allowance: Paid at the rate of \$7.27 per hour.

- (vi) Call-Out Allowance: Paid at the rate of \$6.11 per night when rostered on call plus \$9.55 per day for Saturday, Sunday or public holidays.
- (vii) Registration: As Award.
- (viii) Electronics Allowance Toward ATC: Electrician with Trade Certificate who is trained on working with specialized electronic equipment and has been designated as such by the employer and who has demonstrated to the satisfaction of the employer that progress toward attaining Advanced Trade Certificate in papers A and B, and C and D has been made, shall be paid an additional 5 cph. This is provided that where the payment has been made it may be discontinued where a worker does not make satisfactory progress towards obtaining the Advanced Trade Certificate papers A and B, C and D.

No payment shall be made under this provision to a worker holding Advanced Trade Certificate in papers A and B, and C and D.

CLAUSE 6 SPECIAL POINTS

(a) The formula for calculating the salary is shown at Annex A.

(b) Two (2) lieu days shall be granted in recognition of the call-out electrician being required to work and make himself available for work for a continuous twelve (12) day period during the time the person is on call. The lieu days shall not be accumulated. They shall be taken on the Thursday and the Friday immediately following the call week. It is further agreed that this matter of lieu days is not a negotiable issue between the Union and the Employer at any future date.

(c) Annual holidays shall be four (4) weeks per annum and taken at times arranged with the Chief Electrician.

(d) In each case where 'Award' is mentioned, this means the New Zealand (except Canterbury and Westland) Electrical Worker's Award. (No. 942). All provisions not contained herein will be deemed to be those of the New Zealand (except Canterbury and Westland) Electrical Workers' Award, in force from time to time.

(e) Swandries shall be issued in accordance with company policy.

CLAUSE 7 EXCLUSION OF THE ECONOMIC STABILISATION (COST-OF-LIVING INCREASE) REGULATIONS 1980

The rates of remuneration determined by this collective agreement are NOT to be increased by the application of the provisions for the general order of the Arbitration Court made under the Economic Stabilisation (Cost-of-living Increase) Regulations 1980.

CLAUSE 8 TERM OF AGREEMENT

This Agreement shall be deemed to have come into force on the thirtieth (30) day October 1981 and continue in force until the twenty-first (21) day of October 1982.

ANNEX A

Salary Formula

Signed for and on behalf of the Rangitaiki Plains Dairy Company Limited

M. A. Robbie, (Authorised Agent)

Signed for and on behalf of the New Zealand (except Canterbury and Westland) Electrical, Electronics and Related Trades Industrial Union of Workers.

J. F. Taylor, (Authorised Agent)

ANNEX A TO COLLECTIVE AGREEMENT

SALARY FORMULA

ELECTRICIANS

Core Rate	6.23
Indenture	.18
Trade Cert	.215
Dirt	.159
Premium	.486 (Note 1)
Total Base Hourly Rate	\$7.27

Hourly Rate x 40 x 52	=	15,121.60
Stat Hols (19 x 8 x hrly rate)	=	1,105.04
100 hours OT (100 x 1.75 x hrly rate)	=	1,272.25
60 calls (60 x 6 x hrly rate)	=	2,617.20
Allowances	=	547.47
Base Annual Salary	=	\$20,663.56

NOTES:

(1) This premium is 7.35% of the sum of the core rate, indenture and trade certificate. This percentage of 7.35 is made up as follows:

- (a) 5% is to cover for the inconvenience of being on roster i.e. a roster premium.
- (b) 2.35% is in recognition of the standby requirement to live within the restrictions of a 10km radius by road from the R.P.D. plant as agreed on 4th September, 1981.

(2) This salary formula is based on a four (4) man roster. If the roster is reduced or increased the number of calls and standby payments must be reduced or increased accordingly.

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 1974.

(L.S.)

N. P. Williamson, Judge

P. D. HASSELBERG, GOVERNMENT PRINTER, WELLINGTON, NEW ZEALAND-1982

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