

**Please post in a conspicuous place accessible to workers**

“The attention of all persons affected by this document is drawn to the transitional provisions concerning union membership set forth in section 17 Industrial Relations Amendment Act 1985.”

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# **NEW ZEALAND FIRE SPRINKLER INSTALLATION WORKERS — COLLECTIVE AGREEMENT (VOLUNTARY)**

**Dated 13/2/86**

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NOTE: See clause 14 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 New Zealand Fire Sprinkler Installation Workers Dispute of Interest between the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers and Wormald Fire Engineering Ltd.; A. & T. Burt Ltd.; Fire Fighting Enterprises (N.Z.) Ltd.; Crusader Fire Systems; Argus Fire Sprinkler Systems (N.Z.) Ltd.; Benefis Sprinklers Ltd.

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 13th day of February 1986.

(L.S.)

D. S. CASTLE,  
JUDGE.

Section 65

Regulation 9 (4)

## Form 5

Under the Industrial Relations Act 1973

## SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

IN THE MATTER of the Industrial Relations Act 1973AND IN THE MATTER of the N.Z. Fire Sprinkler Installation Workers' Dispute of InterestBETWEEN the N.Z. Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial union of WorkersAND Wormald Fire Engineering Ltd; A & T Burt Ltd; Fire Fighting Enterprises (N.Z.) Ltd; Crusader Fire Systems; Argus Fire Sprinkler Systems (N.Z.) Ltd; Benefis Sprinklers Ltd.To: The Registrar, Arbitration Court, WELLINGTON.

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 29th day of November 1985.

Signed for and on behalf of:

The employer parties.

James R. Meyland, Authorised Agent.

Signed for and on behalf of:

N.Z. Engineering, Coachbuilding, Aircraft, Motor and Related Trades  
Industrial Union of Workers.

F. Anderson, Union Organiser.  
J. Butterworth, Union District Secretary.

## **N.Z. FIRE SPRINKLERS INSTALLATION WORKERS COLLECTIVE AGREEMENT**

### **SCHEDULE**

#### **1. INDUSTRY TO WHICH AGREEMENT APPLIES**

This agreement shall apply to the installation of fire sprinkler systems in New Zealand, by the parties signatory to the document.

#### **2. RELATIONSHIPS WITH THE N.Z. METAL TRADES COLLECTIVE AGREEMENT**

The terms and conditions of employment for workers engaged on the installation of fire sprinkler systems shall be in accordance with the New Zealand Metal Trades Employees' Collective Agreement and with this Agreement provided that in case of conflict, this agreement shall prevail.

#### **3. DEFINITIONS**

"Sprinkler Fitter" means a worker employed as such and who has the required experience in the industry in installing fixed fire protection systems, who is able to work from drawings and is competent in the fitting of pipes, valves, pumps and accessories in a fire fighting system and who is responsible for the proper completion of his work.

"Sprinkler Hand" means a worker engaged in fire protection installation work who is able to apply general pipe fitting experience and who, in the opinion of the employer, should be classed as higher than a sprinkler fitter's mate: Provided that after three years service as a sprinkler hand, a worker who shows proper application and competence shall be reclassified as a sprinkler fitter.

"Sprinkler Fitters Mate" is a worker with no previous experience of sprinkler installation work or of general pipe fitting who is directed to regularly assist a sprinkler fitter or a sprinkler hand in his normal duties, and who uses such tools as the aforementioned worker directs. Such a worker will normally have at least two years experience as a sprinkler fitter's mate before being classified as a sprinkler hand. After a further two years experience as a sprinkler hand, a worker who shows proper application and competence shall be reclassified as a sprinkler fitter.

#### **4. RATES OF PAY**

(a) The rates of pay for workers covered by this agreement shall be:

Sprinkler Fitter .....	8.08 dollars per hour
Sprinkler Hand .....	7.73 dollars per hour
Sprinkler Fitter's Mate .....	6.76 dollars per hour

(b) (i) In addition to the rates set out in subclause (a), a sprinkler fitter who demonstrates additional skills and responsibilities may be paid a margin for skill of up to 24.0 cents per hour at the discretion of the employer.

(c) (ii) After 3 years service as a sprinkler fitter, a sprinkler fitter shall become entitled to 50% of the skill and responsibility allowance specified in subclause (b) (i) of this clause.

## 5. CHARGE HAND ALLOWANCES

(a) Where the charge hand is responsible for the progress of a job including safety requirements, crew discipline and liaison with all parties involved and for the proper care and security of all company property, he/she will be paid a basic responsibility allowance of \$5.00 per day.

In addition, where the charge hand is responsible for three or more other workers he shall be paid, in addition to the basic responsibility allowance of \$5.00 per day, the following further responsibility allowances:

Where the charge hand is responsible for three other workers, he shall receive a further \$1.44 per day (making a total of \$6.44 per day);

Where the charge hand is responsible for four other workers, he shall receive a further \$1.44 per day (making a total of \$7.88 per day);

Where a charge hand is responsible for five other workers, he shall receive a further 85 cents per day (making a total of \$8.73 per day);

Thereafter, a charge hand shall receive a further 85 cents per day for each additional worker he is responsible for.

Provided that on job sites where more than one charge hand is present, only the charge hand who is designated by the employer as being in overall charge of the job will qualify for the further responsibility allowances set out in this subclause. Other charge hands present on the job will receive the basic responsibility allowance of \$5.00 per day.

(b) Country Work—In addition to the responsibility allowances set out in subclause (a) of this clause, charge hands employed on country work (as defined in Clause 12 of this Agreement) where there is no easy access to a company supervisor shall receive a further \$5.91 per day.

## 6. CONDITIONS PAYMENT

(a) Combined Condition Allowance—Workers employed under this agreement shall be paid a combined condition allowance of 34.9 cents per hour for each hour worked in lieu of the following payments provided in the N.Z. Metal Trades Collective Agreement:

Confined space allowance ..... (2nd Table—Section 4)

Dirt Money ..... (2nd Table—Section 1)

Height Money ..... (2nd Table—Section 17)

and to compensate for the conditions generally pertaining to the sprinkler installation trade including:

Use of “Kango” hammers

Overhead drilling

Punching holes in metal purlines

Unusually muddy or dusty conditions.

This payment shall not be included in the hourly rate and shall not be payable for travel time but shall attract penalty rates.

(b) Where workers are required to work on a site covered by a registered collective agreement which applies to all contractors, the conditions of that collective agreement shall apply and the provisions of subclause (a) of this clause shall be suspended.

(c) Fibreglass—Where workers are employed handling silicate of cotton, fibreglass or slag wool where such materials are in loose form, or where workers are required to work in areas where the air is impregnated with the dust of such materials, the employer shall provide any necessary gloves, gauntlets, masks or special protective clothing and shall provide adequate ventilation where necessary and practicable and shall pay an allowance of 18.0 cents per hour whilst the worker is so employed.

## 7. **STANDBY**

Standby provisions shall be paid on the basis of those observed by the industry in Auckland, Wellington, Christchurch, Dunedin and other main centres.

## 8. **LAUNDRY ALLOWANCE**

Existing in-house arrangements to be continued; where no in-house arrangements are in operation, the employer will pay a laundry allowance of \$1.35.

## 9. **COLD WEATHER CLOTHING**

Where cold weather conditions require the wearing of protective garments, such garments shall be provided on a personal loan basis for the duration of cold weather conditions.

## 10. **WORK GANGS**

At least 2 men shall be assigned to service work which involves the use of ladders or scaffolding or where it is necessary in the interests of safety.

## 11. **MINIMUM TRAVELLING TIME**

The standard daily allowance for minimum travelling time and minimum fares shall be as observed by the commercial building industry in Auckland, Wellington, Christchurch and Dunedin. Actual travelling time and fares shall apply outside of these areas.

## 12. **COUNTRY WORK—ACCOMMODATION AND ALLOWANCE**

When a worker is employed at such a location that he is unable to return to his home at night, he shall be deemed to be on country work and the following conditions shall apply:

(a) Where accommodation of a reasonable standard is not provided by the employer's client, \$294.00 per week shall be paid to the worker concerned or alternatively where the actual cost exceeds \$294.00 per week, the employer shall arrange and pay for the accommodation. For a job of less than a week's duration, this allowance shall be \$42.00 per day.

(b) A sundry expenses allowance of \$36.70 per week shall be paid to cover all incidental expenses, including laundry, private toll calls etc. For a job of less than a week's duration, this allowance shall be \$5.24 per day.

## 13. **INCLUSION OF ECONOMIC STABILISATION (COST OF LIVING ALLOWANCE) REGULATIONS 1984**

The rates of remuneration determined by this collective agreement have been increased by the application of the provisions of the cost-of-living allowance made under the Economic Stabilisation (Cost-of-Living Allowance) Regulations 1984.

14.

**TERM OF AGREEMENT**

THIS agreement insofar as it relates to the rates of wages and allowances to be paid shall be deemed to have come into force on the first day of the pay week commencing on or after the 11th day of October 1985 and in respect of all other conditions, from the date hereof and the agreement shall remain in force until the 10th day of October 1986.

For Argus Fire Sprinkler Systems (N.Z.) Ltd.

T. P. O'Callaghan.

For Wormald Fire Engineering Ltd.

D. R. Crouch.

For A. & T. Burt Mechanical Ltd.

B. Colville.

For Fire Fighting Enterprises (N.Z.) Ltd.

E. D. Jenkins.

For Crusader Fire Systems.

J. E. Powell.

For Benefis Sprinklers Ltd.

A. J. Hedlund.

For the N.Z. Engineering, Coachbuilding, Building, Aircraft, Motor & Related Trades Industrial Union of Workers.

J. Butterworth.

F. Anderson.

Dated this 29th day of November 1985.

**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 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.