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

Dated 3/3/87

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 Systems Limited; A & T Burt Mechanical Limited; Fire Fighting Enterprises (NZ) Ltd; Crusader Fire Systems; Argus Fire Sprinkler Systems (NZ) Ltd; Benfis Sprinklers 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 3rd day of March 1987.

(L.S.)

D. D. FINNIGAN
JUDGE

Form 5

Section 65

Regulation 9(4)

UNDER THE INDUSTRIAL RELATIONS ACT 1973SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

IN THE MATTER of the Industrial Relations Act 1973 AND IN THE MATTER of the N.Z. Fire Sprinkler Installation Workers' Dispute of Interest

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

AND Wormald Fire Systems Ltd; A & T Burt Mechanical Ltd; Fire Fighting Enterprises (N.Z.) Ltd; Crusader Fire Systems; Argus Fire Sprinkler Systems (N.Z.) Ltd; Benfis 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 10th day of February 1987.

SIGNED AND ON BEHALF OF:

the employer parties

James R. Meyland, Authorised AgentSIGNED FOR AND ON BEHALF OF:N.Z. Engineering, Coachbuilding,
Aircraft, Motor and Related Trades
Industrial Union of WorkersF. Anderson, Union OrganiserJ. 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	8.65 dollars per hour
Sprinkler Hand	8.27 dollars per hour
Sprinkler Fitter's Mate	7.23 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 26.0 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 \$7.00 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 \$7.00 per day, the following further responsibility allowances:

Where the charge hand is responsible for three other workers, he shall receive a further \$1.54 per day (making a total of \$8.54 per day);

Where the charge hand is responsible for four other workers, he shall receive a further \$1.54 per day (making a total of \$10.08 per day);

Where the charge hand is responsible for five other workers, he shall receive a further 91 cents per day (making a total of \$10.99 per day);

Thereafter, a charge hand shall receive a further 91 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 \$7.00 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 \$6.32 per day.

6. CONDITIONS PAYMENT

(a) Combined Condition Allowance — Workers employed under this Agreement shall be paid a combined condition allowance of \$1.07 per hour for each hour worked on site. This payment is made in lieu of the payments contained in the Second Table of the N.Z. Metal Trades Collective Agreement with the exception of Section 10 (Welding Allowances), Section 18 (Wearing Respirators), and Section 20 (First Aid Certificate), 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 or attract penalty payment, and shall not be payable for travel time or call-outs.

(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 19.3 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 \$1.44.

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, \$314.58 per week shall be paid to the worker concerned or alternatively where the actual cost exceeds \$314.58 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 \$44.94 per day.
- (b) A sundry expenses allowance of \$39.27 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 5.61 per day.

13. **UNION MEMBERSHIP**

If any adult person (other than a person who holds a certificate of exemption from union membership issued under section 112o of the Industrial Relations Act 1973) who is not a member of a union of workers bound by this agreement is engaged or employed by any employer bound by this agreement, in any position or employment that is subject to the agreement, the person shall become a member of the union within 14 days after that person's engagement or, as the case may require, after this clause comes into force, and shall remain a member of the union as long as that person continues in the position or employment.

(Explanatory note in relation to expiry of union membership clause: This clause will expire on 11 November 1989 unless it is extended pursuant to section 101A of the Industrial Relations Act 1973.)

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 1st day of December 1986 and in respect of all other conditions, from the date hereof and the agreement shall remain in force until the 10th day of October 1987.

DATED this 10th Day of February 1987.

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

T. P. O'Callaghan

For Wormald Fire Systems Ltd.

J. C. Edbrooke

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.

P. G. Curson

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

J. Butterworth

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. D. FINNIGAN
JUDGE