Please post in a Conspicuous Place accessible to Workers

Associated Motor Industries Assembly Plant, Nelson—Cleaners and Cafeteria Employees —Collective Agreement

Dated 17/9/74

NOTE: See Clause 6 herein for the date on which rates of wages come into force

UNDER THE INDUSTRIAL RELATIONS ACT 1973 REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the Associated Motor Industries Assembly Plant, Nelson, employees dispute of interest between Associated Motor Industries Limited: and the Nelson Liftmen, Cleaners and Caretakers Industrial Union of Workers and the Nelson Hotel, Hospital, Restaurant and Related Trades Employees Industrial Union of Workers.

The Industrial Commission, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Commission 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 schedule 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 Industrial Commission has hereto been affixed and the President of the Commission has hereunto set his hand, this 17th day of September 1974.

G. O. Whatnall, President.

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 Associated Motor Industries Assembly Plant, Nelson dispute of interest between Associated Motor Industries Ltd and the Nelson Liftmen, Cleaners and Caretakers Industrial Union of Workers and the Nelson Hotel, Hospital, Restaurants and Related Trades Employees Industrial Union of Workers.

To the Registrar of the Industrial Commission.

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 66 of the Industrial Relations Act 1973 for registration by the Industrial Commission as a Collective Agreement.

Dated at Nelson this 22nd day of August 1974.

Signature of parties: E. R. Jenkins, Personnel Manager.
E. Pearce.

ASSOCIATED MOTOR INDUSTRIES LIMITED — NELSON ASSEMBLY PLANT COLLECTIVE AGREEMENT

Terms of voluntary settlement made under section 66 of the Industrial Relations Act 1973.

This Collective Agreement made in pursuance of the Industrial Relations Act 1973, this 22nd day of August 1974, between Associated Motor Industries Limited (hereinafter called "the Employer") of the one part: and the Nelson Liftmen, Cleaners and Caretakers Industrial Union of Workers and the Nelson Hotel, Hospital, Restaurants and Related Trades Employees Industrial Union of Workers (hereinafter called the Unions) of the other part: Witnesseth that it is hereby mutually agreed between the Union and the Employer as follows:

SCHEDULE

 $1.\ \text{Scope}-\text{This}$ Agreement shall apply to the Nelson Assembly Plant operated by the Employer and to workers employed therein who are members of the Unions.

This Agreement shall be binding on the Employers and to the Unions and each and every member of the Unions.

- 2. Undertaking of Parties The Employer and the Union mutually agree that:
- (a) The new rates prescribed in this Agreement which include the July 1974 Wage Adjustment order will not be varied during its currency, except by future legislated Cost of Living Orders which may affect the wage rates prescribed.
- (b) The new rates prescribed in this Agreement shall not be subject to any pass on specified in any award or otherwise agreed to by the parties to an award.
- (c) This Agreement is made under the terms of the Wage Adjustment Regulations 1974 and both parties agree that should the regulation be changed or amended in a way that significantly affects this agreement then either party has the right to request a meeting to discuss these changes.
- 3. Wages The rates for each job category shall be as follows:
- (a) Cleaners -167.30 cents per hour.
- (b) Female Canteen Employees 149.90 cents per hour.
- (c) A service allowance of 3.28 cents per hour in excess of the rates in (a) and (b) above shall be paid to all workers after 12 months continuous service.
- 4. Conditions of Award Terms and conditions of Awards, other than wage rates and conditions specifically covered by this Agreement shall continue to apply according to their tenor, to workers covered by this Agreement.
- 5. Location Payment In recognition of the location of the Assembly Plant at Stoke and because of the somewhat limited public transport available, a payment of \$1.20 per week will be paid to all Workers who are employed in the Plant and who are members of the Unions.

This payment is recognised by the Unions and the Workers involved as satisfying the requirements of Clause 12 (b) in the Cleaners, Caretakers, Lift Attendants and Watchmens Award and Clause 14-2 of the Tearooms and Restaurant Employees

- 6. Sick Leave Entitlement Paid sick leave entitlement is as follows:
- (a) After 3 months continuous service with the Company -3 days.
- (b) After 12 months continuous service with the Company -5 days.
- (c) After 18 months continuous service with the Company -10 days.

Up to a maximum of 10 days unused sick leave may be carried forward into the following year giving a maximum of 20 days sick leave in any one sick leave year.

Social Security Benefit — Where an employee has been informed by his doctor that his absence from work through sickness is likely to be of longer than two weeks duration and the employee has a sick leave entitlement of more than 5 days at the commencement of his sickness then the employee may elect to either

- (1) Receive his sick pay in the normal way to the limit of his entitlement; or
- (2) Elect to receive Social Security benefit plus any amount which the Company may pay without reducing his benefit under the Social Security regulations pertaining at the time. The maximum payable by the Company under these conditions shall be one days ordinary pay for that employee.

If option (2) is selected then one day's sick pay shall be deducted from his sick leave entitlement for each week he is away from work. The allowance paid by the Company shall be discontinued when his sick leave entitlement has been used up.

6. Term of Agreement — This Agreement shall come into force on the 7th day of August 1974 and shall continue in force until 6th August 1975. Wage rates shall be paid as follows:

(a) Wage rates for each category as at 30th June 1974 plus 11.25% shall be

payable from the first day of the pay week on or after 1st July 1974.

(b) The Location Payment will be paid from August 7th 1974, in order to satisfy the requirements of Clause 12 (b) and 14–2 of the Awards.

Signed on behalf of the Employer Associated Motor Industries Limited:

E. R. Jenkins, Personnel Manager.

Signed on behalf of the Nelson Liftmen, Cleaners and Caretakers Industrial Union of Workers and the Nelson Hotel, Hospital, Restaurants and Related Trades Employees Industrial Union of Workers:

E. Pearce

MEMORANDUM

The Commission in registering this voluntary settlement is satisfied that a serious anomaly has been established pursuant to Regulation 7 of the Wage Adjustment Regulations 1974 and its order in this respect is incorporated in the document.

G. O. Whatnall, President.