

Please post in a Conspicuous Place accessible to Workers

**Auckland Sugar Refinery Engineers —
Collective Agreement (Voluntary)**

Dated 23/12/75

NOTE: See clause 15 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 Auckland Sugar Refinery Engineers dispute of interest between the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers and New Zealand Sugar Company Limited.

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 65 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 23rd day of December 1975.

(L.S.)

G. O. Whatnall, President.

Form 5

Sections 65 and 66

Regulation 9 (4)

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 Auckland Sugar Refinery dispute of interest between the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers, and the New Zealand Sugar Company Limited.

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 65 of the Industrial Relations Act 1973, for registration by the Industrial Commission as a collective agreement.

Dated at Auckland this 24th day of November 1975.

Signed on behalf of New Zealand Sugar Company Limited:

A. J. F. Brame.

Signed on behalf of the Engineers' Union:

J. Butterworth.

VOLUNTARY COLLECTIVE AGREEMENT

Terms of Voluntary Settlement under Section 65 of the Industrial Relations Act 1973 between the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers and New Zealand Sugar Company Limited.

SCHEDULE

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This Agreement shall apply to metal trade workers and journeymen sheetmetal workers employed at the Chelsea Sugar Refinery, Auckland.

UNDERTAKING OF THE PARTIES

2. All terms and conditions of the New Zealand Factory Engineers' Award will apply at Chelsea Sugar Refinery except that in lieu of the following clauses of the Award the provisions of this Agreement shall apply:

Factory Engineers Award Clause No.	Agreement Clause No.	
Clause 5 (d)	3	Shift Allowances
Clause 6 (a) (2nd paragraph)	4	Overtime (call-backs)
Clause 6 (b)	5	Overtime (travelling allowance)
Clause 6 (c)	6	Overtime (break between periods of work)
Clause 6 (d)	7	Overtime (meal money)
Clause 6	8	Overtime (additional subclause: minimum overtime)
Clause 8	9	Annual Holidays (additional subclause: extra entitlement)
Clause 10 (a)	10	Wages (base rates and where applicable Indenture Payments)
Clause 10 (b)	11	Wages (service allowance)
Clause 11	12	Special Payments (two additional sub-clauses relating to workshop and relieving foreman allowances)
Clause 12 (c)	13	Overalls
Clause 16 (a) (d)	14 (a)	Sick Pay

SHIFT ALLOWANCE

3. Employees shall receive the conditions for shift work contained in the Establishment Award or the New Zealand Factory Engineers' Award whichever is the greater.

CALL-INS

4. Any worker who is called back to work overtime after having left his place of employment shall be paid for time worked at the rate of double time with a minimum payment of four hours together with a call-in allowance of \$3.60 per call. The call-in allowance shall only be paid when an employee is called in to fix mechanical breakdowns. For the purposes of this minimum, more than one call completed within four consecutive hours shall be deemed to be one call. Reasonable travelling time to and from the worker's home shall count as time worked.

TRAVELLING ALLOWANCE

5. Where travelling allowances are superior under the Establishment Award to the Factory Engineers' Award current at the date of this Agreement coming into force then those allowances shall be deemed to form part of this Agreement.

BREAK BETWEEN PERIODS OF WORK

6. (a) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that workers have at least nine consecutive hours off duty between the work of successive days. A worker who works so much overtime:

- (i) between the termination of his ordinary work on one day and the commencing of his ordinary work on the next day that he has not had at least nine consecutive hours off duty between those times; or
- (ii) on a Saturday, a Sunday or a holiday, not being ordinary working days without having had nine consecutive hours off duty in the sixteen hour period which precedes his ordinary commencing time on his next ordinary working day;

shall, subject to this subclause, be released after the completion of such overtime until he has had nine consecutive hours off duty without loss of pay for ordinary working time (as prescribed in Clause 4 of the Factory Engineers' Award) occurring during such absence.

(b) If, on the instructions of his employer, such a worker resumes or continues work without having had such nine consecutive hours off duty he shall be paid at double rates until he is released from duty for such period, and then be entitled to be absent until he has had nine consecutive hours off duty without loss of pay for ordinary working time (as prescribed in Clause 4 of the Factory Engineers' Award) occurring during such absence.

(c) A worker who has had at least nine hours off duty after the work of the preceding day and who is called back to work before 4.00 a.m. shall be allowed time off at the beginning of his normal working day on that day equivalent to the actual time worked on such call-out without loss of pay, for normal working time occurring during such absence.

(d) Subject to Clause 6 (b), if a person other than a shift worker, works after 5 a.m. and has not received the nine hour break mentioned in Clause 6 (a) such person shall not be required to report for work at all that day. If the worker elects not to report for work after completion of the paid nine hours break he shall not be entitled to any remuneration for the balance of that day.

MEAL MONEY

7. Clause 6 (d) of the Factory Engineers' Award shall apply in full excepting that the allowance paid for meal money shall be that provided for in the Establishment Award.

MINIMUM OVERTIME PAYMENT

8. Where a worker is requested by the employer to complete a specified job and that job is not completed before normal finishing time the worker shall receive a minimum overtime payment of one hour on completion of that job.

ANNUAL HOLIDAYS

9. (a) In addition to the provisions for Annual Holidays under Clause 8 of the Factory Engineers' Award, any worker who has completed at least five years' continuous service with the employer as at the date when his entitlement to an annual holiday becomes due shall, when his next annual holidays accrue, be entitled to four weeks instead of 3 weeks holiday. Provided that a shift worker pursuant to subclause 8 (b) of the Factory Engineers' Award shall be entitled to five weeks instead of four weeks holiday.

(b) Where a worker becomes entitled to a holiday pursuant to subclause (a) of this clause, one week of that holiday shall be taken during the period from 1 April to 31 August each year unless mutually agreed otherwise.

(c) The provisions of the Annual Holidays Act 1944 and Amendments shall apply to this Agreement including the provisions of the Annual Holidays Amendment Act 1974 providing for the calculation of Annual Holiday pay on the basis of a worker's annual weekly earnings.

WAGES

10. (a) The following shall be the minimum rates of pay:

	Indentured Tradesman	Other
Fitter	100.61	98.57
Fitter (with Trades Cert.)	103.57	101.53
Fitter's mate	—	84.00

(b) Indentured tradesman rate. An indentured tradesman means a tradesman employed as such who has completed a recognised apprenticeship to any of the trades or branches of trades covered by this Agreement. Entitlement to the indentured tradesman rate shall apply as from the date of the coming into force of the rates of remuneration of this Agreement for a worker who has produced to the employer a certificate of completion of apprenticeship by the date of registration of this Agreement or shall apply from any later date as he produces such certificate to the employer.

SERVICE ALLOWANCE

11. Workers shall receive in addition to their ordinary hourly rate the following payment for continuous service:

After 1 years service	6.17 cents per hour
After 3 years service	7.17 cents per hour
After 5 years service	8.17 cents per hour
After 10 years service	9.17 cents per hour

SPECIAL PAYMENTS

12. (i) Workshop Disability Allowance — Tradesmen employed in the workshop will receive a payment of three cents per hour in consideration of all disabilities associated with their work including the machining of cast iron and the working with ferroasbestos. This payment shall only apply to employees in the workshop who do not receive other disability payments totalling more than the weekly workshop disability allowance.

(ii) Relieving Foreman Allowance — The tradesman who is called upon to act as foreman whenever the foreman is absent shall be paid the leading hand allowance under the Factory Engineers' Award for all time worked.

OVERALLS, TOWELS AND SOAP

13. Each week every worker shall be provided with one cake of soap, one clean towel and one pair of laundered overalls. Towels and overalls will remain the property of the Company.

SICK LEAVE

14. After 12 months' continuous service a worker shall be entitled in each subsequent year of service to sick pay for up to five days calculated at the rate of his ordinary pay. Sick pay shall accumulate up to a maximum of 50 days by carrying forward from one year to another any unused sick pay of up to five days per year of service.

TERM OF AGREEMENT

15. This Agreement, insofar as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to come into force on the 31st day of July 1975 and insofar as the other conditions are concerned, it shall come into force on the day of the date hereof and this Agreement shall continue in force until the 31st day of August 1976.

Signed on behalf of New Zealand Sugar Company Ltd:

A. J. F. Brame.

Signed on behalf of the N.Z. Engineering, etc., Industrial Union of Workers:

J. Butterworth.

MEMORANDUM

The terms of voluntary settlement were accompanied by an application pursuant to Regulation 7 of the Wage Adjustment Regulations 1974 in the matter of wage rates.

In registering the settlement the Commission sustains the application under Regulation 7.

(L.S.)

G. O. Whatnall, President.