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**Rothmans Tobacco Company Limited  
Engineering Maintenance Workers and  
Engineers Draughtsmen — Collective  
Agreement (Voluntary)**

**Dated 6/4/77**

**NOTE: See clause 15 herein for the date on which rates of wages come into  
force.**

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## 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 Rothmans Tobacco Company Limited Engineering Maintenance Workers and Engineers Draughtsmen Dispute of Interest between the Rothmans Tobacco Company Limited and New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades 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 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 6th day of April, 1977.

(L.S.)

G. O. Whatnall, President.

VOLUNTARY COLLECTIVE AGREEMENT BETWEEN ROTHMANS  
TOBACCO CO. LTD AND THE N.Z. ENGINEERING, COACH-  
BUILDING, AIRCRAFT, MOTOR AND RELATED TRADES INDUS-  
TRIAL UNION OF WORKERS

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This agreement shall cover members of the N.Z. Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers employed by Rothmans Tobacco Co. Ltd under the terms of, the N.Z. Factory Engineers and the N.Z. Engineers Draughtsmens Conciliated Collective Agreements.

RELATIONSHIP TO CONCILIATED COLLECTIVE AGREEMENTS

2. The workers to be covered by this agreement shall continue to be bound by the terms of the Conciliated Collective Agreements governing their individual occupations except in the respect of the matters dealt with in the following clauses of this agreement.

WAGES

3. (a) The basic rates of wages shall be:

(i) Factory Engineers:

Tradesmen Factory Engineers 268.8326 cents per hour

Factory Engineer 263.5126 cents per hour

Fitters Mate 222.18 cents per hour.

Metal Workers Assistant 212.71 cents per hour

NOTE: A worker will be recognised as a tradesman on producing documentary evidence that he has completed an apprenticeship in the Armed Forces.

- (ii) Engineers Draughtsman:  
Tradesmen Draughtsmen 283.9826 cents per hour  
Draughtsmen 278.6626 cents per hour

NOTE: A worker will be recognised as a tradesman on producing documentary evidence that he has completed an apprenticeship in the Armed Forces.

(b) Qualification — In addition to the rates set out in sub-clause (a) of this clause the following payments shall apply:

- Trade Certificate 8 cents per hour
- Advanced Trade Certificate 8 cents per hour

(c) Service Allowance — After one year's continuous service with the Company a worker shall be paid a further 7 cents per hour in addition to the rates set out in the above sub-clauses.

### SPECIAL PAYMENTS

4. (a) Workers covered by the N.Z. Engineers Draughtsmen's Collective Agreement shall be paid the special payments provided in that agreement except as varied by clauses 4 (b) Nos. (i) and (ii) of this agreement.

(b) Factory Engineers shall receive the following special payments:

- (i) A special payment of 15 cents per hour shall be paid for all work carried out in the upper and lower plant rooms and dust room where the duration of work is of one hour or more.
- (ii) A special payment of 25 cents per hour will be paid for all work carried out inside cyclones, dryers or conditioners.

(c) Welding — As in the N.Z. Factory Engineers Collective Agreement clause 11e, with the rate of 36 cents for less than four hours and 52.2 cents for more than four hours per day.

(d) Industry Allowance — In addition to the foregoing allowances a rate of 8 cents per hour shall be payable to Factory Engineers employed at Rothmans Tobacco Co. Ltd in full satisfaction and discharge of all other special allowances previously payable for dirty work, confined space, height, tobacco dust, humidity, or in respect of any other conditions whatsoever pertaining in this industry.

### MEAL ALLOWANCE

5. A meal allowance of \$1.50 per meal shall be paid as per the conditions applying in clause 6 (d) of the N.Z. Factory Engineers Collective Agreement.

### TOOLS

6. A tool allowance of 4.1 cents per hour shall be paid to Factory Engineers who supply their own tools in accordance with the provisions of the N.Z. Factory Engineers Collective Agreement.

### OVERALLS

7. All workers shall be supplied with suitable types of clothing and/or overalls. The worker shall be responsible for the laundering of the clothing and/or overalls which shall be kept in a reasonable state of repair by the worker. A laundry allowance of 55 cents per week shall be paid except where the employer has made provision for the laundering of the clothing. All Company issued clothing and overalls will remain the property of the employer. Any worker issued with protective clothing or overalls shall hand in such issue on requesting a replacement or on the termination of his employment or at such other times as the employer may require.

### SAFETY FOOTWEAR

8. A worker who supplies himself with and regularly wears leather steel capped safety boots or shoes shall be paid 47 cents per week as a contribution towards the cost of footwear.

### SAFETY GLASSES

9. Where workers normally wear glasses with prescription lenses at work the Company will pay for the lenses to be hardened.

### SICK LEAVE

10. After one year's continuous service with the Company each worker will be entitled to five days' sick leave per year on the terms set out in the Collective Agreement covering his occupation. Sick leave shall accumulate to a maximum of 30 days by carrying forward from one year to another any unused sick leave of up to 25 days.

### DOMESTIC LEAVE

11. Where a worker has an unused sick leave entitlement, on producing a medical certificate, leave on ordinary pay of up to five working days in any one year may be granted to a married employee who finds it essential to remain at home in an emergency in the event of a spouse's illness. Such leave is to be treated as though it is due the employee's own sickness and set off against the employee's own sick leave entitlement.

### BEREAVEMENT LEAVE

12. A worker shall be entitled to a maximum of three days' leave without loss of pay on each occasion and on production of satisfactory evidence of the death in New Zealand of the worker's spouse, mother, father, brother, sister, child or parent-in-law.

### JURY SERVICE

13. Where a worker is obliged to undertake Jury Service the difference between the total daily allowance paid by the Court and the worker's basic daily wage, that is 8 hours' pay shall be made up by the Company. This difference shall be made up for a maximum of five days in respect of each separate period of Jury Service.

### DEDUCTION OF UNION SUBSCRIPTIONS

14. The employer shall deduct Union dues for all workers covered by this agreement who have been in his employment for two weeks and shall remit them to the District Office of the Union at regular intervals. The manner of deduction and of remittance shall be determined by agreement between the District Secretary of the Union and the employer. When the employer starts to deduct the union fees from new workers he shall forward the worker's name and address to the District Secretary of the Union. This clause shall not apply to a worker who has been granted exemption or who produces evidence that he has applied for exemption from Union Membership under S105 of the Industrial Relations Act 1973.

### TERM OF AGREEMENT

15. The rates of remuneration in this agreement shall take effect from 3 March 1977.

All other terms shall come into force on the day of the date hereof; and this agreement shall remain in force for 12 months thereafter.

For Rothmans Tobacco Co. Ltd:

P. A. Skilton, 2/3/77.

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

B. J. Landers, 4/3/77.

Whose address for service is: P.O. Box 6145, Te Aro, Wellington.

#### MEMORANDUM

This collective agreement incorporates the terms of Voluntary settlement arrived at by the parties and submitted to the Industrial Commission for registration pursuant to section 65 of the Industrial Relations Act 1973.

Concomitantly with the registration of the Agreement the Commission confirms its approval of the instrument for the purposes of Regulation 4(A) (4) of the Wage Adjustment Regulations 1974 (Reprint 1976/198).

Regulation 3 of Part I of the Wage Adjustment Regulations 1974 (Reprint 1976/198) shall have effect according to its tenor in addition to the remuneration governed by this agreement.

The provisions of this collective agreement so far as those provisions determine the rates of remuneration of workers governed by this collective agreement shall be increased to the extent and in the manner prescribed by the order of the Wage Hearing Tribunal made under the Wage Adjustment Regulations 1974 (Reprint 1976/198) dated the 1st day of March 1977.

Explanatory Note — The order of the Wage Hearing Tribunal of 1 March 1977 which took effect on 14 March 1977 provided:

“1. That the provisions of all awards and collective agreements for the time being in force in New Zealand shall so far as those provisions determine the rates of remuneration of workers be amended by increasing all rates of remuneration so determined by six per cent.

2. That for the purposes of this order the words ‘for the time being in force’ used in clause 1 hereof in relation to awards and collective agreements shall mean those provisions that are in force on the date on which this order takes effect.

3. That this order shall operate and take effect on the 14th day of March 1977.”

(L.S.)

G. O. Whatnall, President.