

Please post in a Conspicuous Place accessible to Workers

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

Dated 3/2/77

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 the 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 3rd day of February 1977.

(L.S.)

G. O. Whatnall, President.

Secs. 65 and 66

Form 5

Reg. 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 interests 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 2nd day of December 1976.

Signed on behalf of New Zealand Sugar Company Limited —

A. J. F. Brame.

C. J. Gedye, Advocate.

Signed on behalf of the New Zealand Engineering, Coachbuilding, Aircraft Motor and Related Trades Industrial Union of Workers —

E. Ball.

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 will 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 (a) 12 (b)	Special payments (two additional subclauses relating to disability and relieving foreman allowance)
Clause 12 (c)	13	Overalls
Clause 16 (a)	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 \$3.70 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 preceded 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 Cl 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 Cl 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 Cl 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	107.00	104.96
Fitter (with Trades Cert.)	110.20	108.16
Fitter's mate	—	89.45

(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	7.00 cents per hour
After 3 years service	8.00 cents per hour
After 5 years service	9.00 cents per hour
After 10 years service	10.00 cents per hour

SPECIAL PAYMENTS

12. (a) Charge Hand or Leading Hand. A journeyman who is actually placed in charge of a job on which two or more men covered by this agreement other than apprentices are employed shall be considered charge men and shall be paid 13.12 cents per hour in addition to the rates prescribed in Clause 10 (a) hereof.

(b) Disability Payments. The Factory Engineers' Award shall apply excepting that the combined disability allowance referred to in the Establishment Agreement shall apply in lieu of all ordinary dirt money payments covered by the Factory Engineers' Award and any other payment referred to as being of equal or lesser value.

In addition, the parties have agreed that the disabilities referred to in the attached schedule shall also apply.

It is also agreed by the parties that excepting those disabilities specifically referred to no other disabilities will be recognised unless it is of such a significant

nature that it is obviously not covered by the combined disability allowance, and it is a disability that has not previously arisen at the refinery.

OVERALLS, TOWELS AND SOAP

13. The conditions in the current Establishment Agreement shall apply.

SICK LEAVE

14. (a) After three months service employees shall be entitled to pro rata sick leave at the rate of seven days at ordinary pay for each year of service. Sick leave shall be cumulative up to a maximum of 60 days.

(b) Where an employee has owing to him an excess of seven days sick leave he shall be entitled to use this excess for the purpose of remaining at home to care for a sick spouse. The employee must advise the Company prior to taking such leave and must produce a medical certificate if required by the Company. Failure to advise the Company shall be regarded as absenteeism.

TERM OF AGREEMENT

15. This agreement shall be deemed to have come into force on the 5th day of December 1976, and shall continue in force until the 4th day of December 1977.

Dated at Auckland this 2nd day of December 1976.

Signed on behalf of New Zealand Sugar Company Limited and CSR Limited—

A. J. F. Brame.

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

J. Butterworth.

SCHEDULE OF DISABILITY PAYMENTS FOR MEMBERS OF THE ENGINEERS' UNION

CATEGORY A – Half Ordinary Rates Extra

1. Inside carbonation tanks
2. Inside char dust screens
3. 'A' and 'B' vacuum pan discharge door repairs
4. Sanding fibreglass in an enclosed area
5. Working between kiln driers
6. Working on the inside of gas scrubbers
7. Working on site on rotary char screens
8. Working inside char kilns during dismantling operations
9. Working inside sugar driers during the week (i.e. hot and uncleaned).
10. Working bodily inside fugal baskets
11. Working inside vacuum pans using oxyacetylene
12. Working inside char tower
13. Working on char elevator top platform

CATEGORY B – 30.9 cents per hour

Minimum

- | | |
|--|------|
| 1. Inside gas pump | 62c |
| 2. Inside gas pipes | 62c |
| 3. Working on fuel oil lines | — |
| 4. Working under filling wheel of the Hesser machinery | 1.20 |
| 5. Working inside lime tanks | 62c |
| 6. Working inside gas scrubber FDM | 62c |

CATEGORY C – 12.4 cents per hour	minimum
1. Working outside gas pumps	58c
2. Changing printing stereos on the Hesser machinery	58c
3. Working outside confines of the handrails on the crane	58c
4. Working inside rotary refined sugar screens	62c
5. Working inside vacuum pans	62c
6. Working inside enclosed coolers	62c
7. Working on liquor run off	—
8. Working on char shaker	—
9. Maintenance work char creeper conveyor	—

CATEGORY D – 10.8 cents per hour	
1. Inside open coolers	53c
2. Inside sugar scrubber	53c
3. Working on kiln house roof	53c
4. Cutting in – raw cellar in Raw Store	53c
5. Working on Hummer screens on site	53c
6. Working outside char dust screens	—
7. Working on char filling pipes	—
8. Removing lime pumps or stirrers	—

CATEGORY F – as per Award

Confined space money

Welding money

Diesel money

To clarify and for ease of compiling time cards, please use the above, i.e.

Working between kiln driers = A5 and state number of hours

Welding claims must have number of hours worked

MEMORANDUM

Associated with the terms of settlement submitted for registration was an application pursuant to Regulation 7 of the Wage Adjustment Regulations 1974 (Reprint 1976/198). This application has been sustained.

The terms of settlement submitted by the parties have been registered by the Commission pursuant to section 65 of the Industrial Relations Act 1973. However, clause 15, Term of Agreement, has been inserted by the Commission in the terms agreed at the hearing.

The cost of living allowance applicable on and after 25 June 1976 shall have effect according to the tenor of Regulation 3 of Part I of the Wage Adjustment Regulations 1974 (Reprint 1976/198).

(L.S.)

G. O. Whatnall, President.