

**Please post in a Conspicuous Place accessible to Workers.**

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**Rothmans Tobacco Company Limited  
Factory Engineers and Engineering  
Draughtspersons – Collective Agreement  
(Voluntary)**

**Dated 18/12/79**

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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 Rothmans Tobacco Company Limited Factory Engineers and Engineering Draughtspersons Dispute of Interest between the New Zealand Engineering Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers and Rothmans Tobacco Company 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 18th day of December 1979.

(L.S.)

N.P. Williamson, Judge.

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: Rothmans Tobacco Co. Ltd, Napier, Factory Engineers and Engineering Draughtspersons Voluntary Agreement dispute of interest between: The New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers, and Rothmans Tobacco Company Limited, Ahuriri, Napier.

To the Registrar of the Arbitration Court.

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 and Section 66 of the Industrial Relations Act 1973, for registration by the Arbitration Court as a collective agreement.

Dated at Wellington this 29th day of November 1979

Authorised Agent for Rothmans Tobacco Company Limited:

P. A. Skilton

Whose address for service is Private Bag, Napier.

Authorised Agent for the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers:

B. J. Landers

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

VOLUNTARY COLLECTIVE AGREEMENT BETWEEN ROTHMANS  
TOBACCO CO. LTD AND THE N.Z. ENGINEERING,  
COACHBUILDING, AIRCRAFT, MOTOR AND RELATED TRADES  
INDUSTRIAL 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 New Zealand Factory Engineers and the New Zealand Engineers Draughtpersons Awards.

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 Awards 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 –

Factory Engineers ..... 431.476 c/hr = \$172.59 /wk

Fitters Mate ..... 369.523 c/hr = \$147.81 /wk

Metal Workers Assistant ..... 354.756 c/hr = \$141.90 /wk

(ii) Engineers Draughtsperson –

Draughtsperson ..... 453.396 c/hr = \$181.36 /wk

(b) Qualifications – In addition to the rates set out in subclause (a) of this clause, the following payments shall apply:

Indentureship ..... = 13 c/hr

Trade Certificate ..... = 17 c/hr

Advanced Trade Certificate ..... = 17 c/hr

(c) Rothmans Craftsman's Allowance – The Company will apply a separate allowance of 11.6 cents per hour (in addition to the rates prescribed in Clause 3), to tradespersons who have obtained a high degree of specialised tobacco industry skills. The definition of specialised tobacco industry skills means:

1. Work considered by management to be of a tool making content and performed by tradespersons who have served a minimum of twelve months continuous service with the Company.

2. Where a sectionman has acquired a high degree of skill and experience on both cigarette making, packing and ancillary machines. To qualify, a Sectionman who is fully competent in the maintenance, servicing and trouble shooting of one type of machine (that is, making or packing machines) will be required to serve up to a maximum of 18 months continuous service on the other type of machine.

On completion of a further one months service after experience has been gained servicing/maintaining and trouble shooting a combination of making and packing machines, a Sectionman will be eligible for this allowance.

However, individual Sectionmen who, in the Company's opinion, meet the above criteria in this clause prior to the time limit prescribed will be eligible for the Rothmans Craftsman's Allowance.

(d) Service Allowance – After one year's continuous service with the same employer, an adult worker shall be paid an allowance of: 13 cents per hour.

After two year's continuous service with the same employer, an adult worker shall be paid a further 3 cents per hour making a total of 16 cents per hour.

After three years continuous service with the same employer, an adult worker shall be paid a further two cents per hour making a total of 18 cents per hour.

After four years continuous service with the same employer, an adult worker shall be paid a further four cents per hour making a total allowance of 22 cents per hour.

After five years continuous service with the same employer, an adult worker shall be paid a further three cents per hour making a total allowance of 25 cents per hour.

### SPECIAL PAYMENTS

4. (a) Workers covered by the N.Z. Engineers Draughtsmen's Award 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 22 cents per hour shall be paid for all work carried out in the Upper and Lower plant rooms and the dust room where the duration of work is of one hour or more.

(ii) A special payment of 36.5 cents per hour shall be paid for all work carried out inside cyclones, dryers or conditioners.

(c) Welding — As in the N.Z. Factory Engineers Award with the rate of 52 cents for less than four hours and 77 cents for more than four hours per day.

(d) Industry Allowance — In addition to the foregoing allowances, a rate of 13 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 \$2.40 per meal shall be paid as per the condition applying in clause 13 of the N.Z. Factory Engineers Award.

### TOOLS

6. A Tool Allowance of 10 cents per hour shall be paid to Factory Engineers who supply their own tools in accordance with the provision of the N.Z. Factory Engineers Award.

### 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 90 cents per week shall be paid except where the employer has made provisions 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 supplied himself with and regularly wears leather steel capped safety boots or shoes shall be paid 83 cents per week as a contribution towards the cost of the footwear.

### SAFETY GLASSES

9. Where workers normally wear glasses with prescription lenses at work, the Company will provide, where requested by the worker, a suitable safety frame and will pay for the hardening of lenses. Should a worker's glasses be damaged in the course of his work, the Company will pay for the replacement of the glasses.

### BEREAVEMENT LEAVE

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

### ANNUAL SERVICE LEAVE

11. Upon completion of eight years continuous service with the Company each worker shall, at the end of the eighth and subsequent year, be entitled to an annual holiday of four weeks. The fourth weeks holiday may be taken in conjunction with or separately from the first three weeks holiday as the Company may decide and in a manner agreed upon between the Company and the worker.

Shift workers working an alternating shift will be eligible for five weeks annual holiday upon the completion of eight years continuous service with the Company.

### JURY SERVICE

12. 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

13. 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.

## TERMS OF AGREEMENT

14. The rates of remuneration in this agreement shall take effect from 11th October 1979. All other terms shall come into force on the date hereof; and this agreement shall remain in force until the 10th November 1980.

For Rothmans Tobacco Company Limited:

P. A. Skilton

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

B. J. Landers

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

## MEMORANDUM

The rates of remuneration determined by this agreement are not to be increased by the application of the provisions of the 4.5 per cent increase payable on and from 3rd September 1979 provided by the Remuneration (General Increase) Regulations 1979.

Any future general increase arising from regulations made under the Remuneration Act 1979 shall be applied according to its tenor to the rates and payments set out in this voluntary collective agreement.

## 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.

Having regard to prevailing circumstances 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.)

N. P. Williamson, Judge.