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**Hellaby Peach Products Christchurch  
Stationary Engine Drivers —  
Collective Agreement (Voluntary)**

**Dated 25/9/79**

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NOTE: See clause 13 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 Hellaby Peach Products Ltd Christchurch Stationary Engine Drivers Dispute of Interest between New Zealand Engine Drivers' Firemen, Greasers' and Assistants Industrial Union of Workers and Hellaby Peach Products Ltd Christchurch.

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 25th day of September 1979.

(L.S.)

J. R. P. Horn, Judge.

Sec. 65

Form 5

Reg. 9 (a)

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 Stationary Engine Drivers' etc. Dispute of Interest between the New Zealand Engine Drivers', Firemen, Greasers' and Assistants Industrial Union of Workers and Hellaby Peach Products Ltd, Christchurch.

To: The Registrar, Arbitration Court of New Zealand.

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 Arbitration Court as a Collective Agreement.

Dated at Christchurch this 6th day of June 1979.

Signed for and on behalf of The New Zealand Engine Drivers', Firemen, Greasers' and Assistants Industrial Union of Workers:

R. H. Caffell.  
G. Hogarth.

Signed for and on behalf of Hellaby Products Ltd:

H. M. Barrowclough, Authorised Agent.

STATIONARY ENGINE DRIVERS ETC. OF  
HELLABY PEACH PRODUCTS LTD PRINCESS STREET  
RICCARTON — COLLECTIVE AGREEMENT

MATTERS NOT PROVIDED FOR

1. With the exception of the matters specifically provided for in this Agreement the terms and conditions of the N.Z. Engine Drivers Boiler Attendants Firemen and Greasers Award dated 23 June 1978 (hereafter called "The Award") shall apply for the term of this Agreement.

WAGES

	Per Hour
2. (a) Workers holding a First Class Engine Drivers Certificate.....	\$4.00
(b) Any worker who holds a Certificate from the N.Z. Trades Certificate Board that he has passed an examination in boilerhouse practice shall be paid an additional \$2.70 per week.	

SERVICE ALLOWANCES

3. (a) After one year's continuous service with the same employer an adult worker shall be paid an allowance of.....	11c
(b) 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 allowance of.....	14c
(c) After three year's continuous service with the same employer an adult worker shall be paid a further 2 cents per hour making a total allowance of.....	16c
(d) After four year's continuous service with the same employer an adult worker shall be paid a further 3 cents per hour making a total allowance of.....	19c
(e) After five year's continuous service with the same employer an adult worker shall be paid a further 2 cents per hour making a total allowance of.....	21c

HOURS OF WORK

4. As provided in Clause 2 of the Award except that the shift allowance shall be \$2.62 per shift and the change over allowance shall be \$2.71.

GENERAL CONDITIONS

5. As provided in Clause 11 of the Award except that in Clause 11(g) of that document the rate shall be.....	44c
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MEAL MONEY

6. As provided in Clause 13 of the Award except that in Clauses 13(a) (b) (c) of that document the rate shall be.....	\$2.10
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DIRT MONEY

7. As provided in Clause 14 of the Award except that in clauses	
14 (b) of that document the rate shall be 18.5c	
14 (c) of that document the rate shall be 34.0c	
14 (d) of that document the rate shall be 34c and 68c respectively	
14 (g) of that document the rate shall be 8.6c	
14 (h) of that document the rate shall be 8.6c	
14 (i) of that document the rate shall be \$1.43	
14 (j) of that document the rate shall be 57c	

### CONFINED SPACE, HEAT AND COLD

8. As provided in Clause 22 of the Award except that in Clauses  
 22 (a) of that document the rate shall be ..... 9.9c  
 22 (c) of that document the rate shall be ..... 9.1c

### ACCIDENTS

9. As provided in Clause 23 of the Award except that in Clause  
 23 (b) of that document the rate shall be ..... \$2.75

### CLOTHING

10. As provided in Clause 26 of the N.Z. Engine Drivers Boiler Attendants  
 Firemen and Greasers Award dated 23 June 1978 except that in Clauses  
 26 (b) (ii) of that document the rate shall be ..... 77c  
 26 (e) of that document the rate shall be ..... 66c and 66c respectively

### EXCLUSION OF COST OF LIVING ORDERS

11. The General Wage Order of the Court of Arbitration dated 3 July 1978 and all previous General Wage Orders, Cost of Living Orders and Cost of Living Allowances, have been incorporated into the rates and payments set out in this Agreement, and shall not be added to the payments shown.

12. All other allowances paid to workers covered by this Agreement and not hereinbefore provided for shall be increased by 10%.

13. This Agreement shall be deemed to have come into force on the 12th day of February 1979 and shall remain in force until the 26th day of November 1979.

Signed for and on behalf of Hellaby Peach Products Ltd.

Miss L. Tattle, Manager.

Signed for and on behalf of N.Z. Engine Drivers Firemen Greasers and Assistants Industrial Union of Workers:

R. H. Caffell.

G. Hogarth.

### 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.

The parties' settlement for a shortened term has the Court's consent pursuant to section 92 (2) of the Industrial Relations Act 1973 and Regulation 6 (3) of the Wage Adjustment Regulations 1974.

The rates of remuneration determined by this collective agreement shall be increased to the extent and in the manner prescribed by the general increase provided by the Remuneration (General Increase) Regulations 1979.

(Explanatory Note — The Remuneration (General Increase) Regulations 1979 increased rates of remuneration determined by awards and collective agreements by 4.5% with effect on and from the 3rd day of September 1979. For the purposes of the general increase, the term "remuneration" means salary or wages and all other payments of any kind whatsoever prescribed in awards and collective agreements).

(L.S.)

J. R. P. Horn, Judge.

Published and issued by the Arbitration Court of New Zealand

WELLINGTON CITY COUNCIL (MILK DEPARTMENT) EMPLOYEES  
— AMENDMENT

Dated 4/9/79

In the Arbitration Court of New Zealand — in the matter of the Industrial Relations Act 1973; and in the matter of the Wellington City Council (Milk Department) Employees Collective agreement, dated the 12th day of April 1979.

In pursuance and exercise of the powers conferred upon it by section 92(1)(b) of the Industrial Relations Act 1973; and upon application made in that behalf by the parties to the Wellington City Council (Milk Department) Employees Collective Agreement, dated the 12th day of April 1979; and upon being satisfied that the parties to the collective agreement desire that it should be reviewed by it, The Court doth hereby order as follows:

That the said collective agreement shall be and it is hereby amended in the manner following:

By deleting subclause (j) of clause 8 and substituting the following subclause,

(j) When any public or statutory holiday except Waitangi Day or Anzac Day falls on a Saturday or a Sunday such holiday shall be observed on the first succeeding normal working day.

Dated at Wellington, this 4th day of September 1979.

(L.S.)

J. R. P. Horn, Judge.