

Please post in a Conspicuous Place accessible to Workers

---

---

**New Zealand Distillery Company  
Limited Engine Drivers — Collective  
Agreement (Voluntary)**

**Dated 24/6/80**

---

---

Note: See Clause 16 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 New Zealand Distillery Company Limited Engine Drivers Dispute of Interest between the New Zealand Distillery Company Limited and the New Zealand Engine Drivers, Firemen, Greasers and Assistants Industrial Union of Workers.

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 24th day of June 1980.

(L.S.)

D. S. Castle, Judge

## Form 5

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 New Zealand Distillery Company Limited Engine Drivers Dispute of Interest between The New Zealand Distillery Company Limited and The New Zealand Engine Drivers, Firemen, Greasers and Assistants Industrial Union of Workers.

To The Registrar of the 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 Auckland this 29th day of April 1980.

Signed for and on behalf of The New Zealand Distillery Company Limited

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

## Terms of Settlement

### NEW ZEALAND DISTILLERY COMPANY ENGINE DRIVERS' COLLECTIVE AGREEMENT 1979-80

#### 1. INDUSTRY TO WHICH AGREEMENT APPLIES

This Agreement shall apply to engine drivers, boiler attendants and greasers employed at the New Zealand Distillery Company Limited.

#### 2. RELATIONSHIP WITH THE N.Z. ENGINE DRIVERS, BOILER ATTENDANTS, FIREMEN AND GREASERS AWARD

All allowances not specifically provided for herein shall apply according to the N.Z. Engine Drivers, Boiler Attendants, Firemen and Greasers Award dated 23 June 1978 but shall be increased by 10 per cent and shall be applied according to their tenor in that award. Provided that in case of conflict, the terms of this Agreement shall prevail.

#### 3. RATES OF PAY

(a) The rates of pay of workers covered by this Agreement shall be:

Worker holding 1st Class engine drivers certificate 4.58 per hour

Worker holding 2nd Class engine drivers certificate 4.45 per hour

(b) In addition to the above rates of pay, a distillery condition allowance of 9.2 cents per hour shall be paid. The allowance shall be included in the hourly rate for the computation of overtime.

#### 4. INDUSTRIAL ALLOWANCE

An industrial allowance of 5.2 cents per hour extra shall be paid for each hour worked as recognition of work conditions inherent in the industry, such as, noise, cleaning materials, etc. The allowance shall be included in the hourly rates for the computation of overtime.

#### 5. TOOL ALLOWANCE

Tool allowance shall be paid as prescribed in Clause 11(g) of the N. Z. Engine Drivers, Boiler Attendants, Firemen and Greasers Award but the rate shall be 2 cents per hour and shall be included in the hourly rate for the computation of overtime.

#### 6. SERVICE ALLOWANCE

The following shall be the rates of service allowance payable for continuous service with the same employer.

After 6 months	8 cents per hour
After 1 year	13 cents per hour
After 2 years	16 cents per hour
After 3 years	18 cents per hour
After 4 years	22 cents per hour
After 5 years	25 cents per hour

#### 7. SHIFT ALLOWANCE

(a) A shift allowance of \$3.02 shall be paid for each morning and afternoon shift and \$4 shall be paid for each night shift worked.

(b) All shifts worked consecutively after five shifts shall be paid at overtime rates.

(c) If a shift worker works over the prescribed 8 hours, he shall be paid proportionately the extra payments attracted by this period.

(d) There shall be a minimum break of 9 hours for any worker between the finishing time of one shift and the commencement of the next shift.

#### 8. MEAL MONEY

As provided in Clause 13 of the N.Z. Engine Drivers, Boiler Attendants, Firemen and Greasers Award dated 23 June 1978 except that in Clause 13(a), (b), (c) of that document the rate shall be \$2.40.

#### 9. SAVING

Where because of past practice a worker is presently paid more than the rates in this Agreement, he shall not have his rate reduced but shall continue to be paid at the old rate until this is caught up by the appropriate rate in future national agreements.

#### 10. TRAVELLING ALLOWANCE

All workers required to start or cease work between and including the hours of 11 pm and 7 am shall be paid a travelling allowance at ordinary rates. The application of a travelling allowance is limited to five kilometres or one hour in the case of each worker reckoning the time occupied or being at the rate of five kilometres per hour.

This clause shall not apply where a worker is reasonably able to use public transport or where the worker lives less than 800 metres from his place of work. If a conveyance free of charge is provided for the worker by the employer he shall not be entitled to payment of a travelling allowance under this Clause.

#### 11. MANNING SCALE

The maximum manning scale shall be maintained and shall not be altered unless agreed to by the employer and the men through the local branch of the Union.

#### 12. TUITION

To encourage workers wishing to obtain the necessary boiler certificates they shall be allowed to attend block courses and to spend the qualifying time on boilers without loss of pay and the cost of tuition fees and of examination fees shall be paid by the Company.

#### 13. DOMESTIC LEAVE

After 12 months' continuous service with the same employer, on production of a medical certificate, leave on ordinary pay of up to three working days in any one year may be granted to a married employee who finds it essential to remain at home in the event of a spouse's illness. This provision shall also apply to a solo parent in respect of illness of dependent children in his care.

#### 14. UNION FEES

By arrangement with the worker, the employer shall deduct weekly from the wages of every worker the appropriate amount of union membership

subscriptions payable by the worker, such amounts together with a list of persons from whom deductions were made to be remitted to the union office at regular three-monthly intervals.

#### 15. EXCLUSION OF COST OF LIVING ORDERS

(a) The General Wage Order of the Court of Arbitration dated 3 July 1979 and all previous General Wage Orders have been incorporated into the rates and payments set down in this agreement and shall not be added to the payments shown.

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

#### 16. TERM OF AGREEMENT

This Agreement shall be deemed to have come into force on the 20th day of December 1979 and shall remain in force until the 19th day of December 1980.

Signed for and on behalf of The New Zealand Distillery Company Limited

Signed for and on behalf of the New Zealand Engine Drivers, Boiler Attendants, Firemen, Greasers and Assistants Industrial Union of Workers

#### 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.)

D. S. Castle, Judge