

Please post in a Conspicuous Place accessible to Workers

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

Dated 1/7/80

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 1st day of July 1980.

(L.S.)

J. R. P. Horn, Chief Judge.

Sections 65 & 66

Form 5

Regulation 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 Engine Drivers, Boiler Attendants, Firemen and Greasers' 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 May 1980.

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

J. Whelan.
R. H. Caffell.
B. Kennedy.
G. Hogarth.

Signed for and on behalf of Hellaby Peach Products Ltd:

J. Sattle.

TERMS OF VOLUNTARY SETTLEMENT UNDER SECTION 65

ENGINE DRIVERS, BOILER ATTENDANTS, FIREMEN AND GREASERS OF HELLABY PEACH PRODUCTS LTD. PRINCESS STREET, RICCARTON

COLLECTIVE AGREEMENT

SCHEDULE

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 (hereinafter called "The Award") shall apply for the term of this Agreement.

WAGES

2. Workers holding a First Class Engine Drivers Certificate..... \$4.615 per hour
Any worker who holds a Certificate from the N.Z. Trades Certification Board that he has passed an examination in boilerhouse practice shall be paid an additional \$3.11 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... 13 cents per hour
(b) After two years' continuous service with the same employer an adult worker shall be paid a further 3 cents per hour making a total allowance of 16 cents per hour
(c) After three years' continuous service with the same employer an adult worker shall be paid a further 2 cents per hour making a total allowance of 18 cents per hour
(d) After four years' continuous service with the same employer an adult worker shall be paid a further 4 cents per hour making a total allowance of 22 cents per hour
(e) After five years' continuous service with the same employer an adult worker shall be paid a further 3 cents per hour making a total allowance of 25 cents per hour

HOURS OF WORK

| | |
|--|------------------|
| 4. As provided in Clause 2 of the Award except that the shift allowance shall be | \$3.02 per shift |
| and the change over allowance shall be | \$3.13 |

GENERAL CONDITIONS

| | |
|--|----------|
| 5. As provided in Clause 11 of the Award except that in Clause 11 (g) of that document the rate shall be | 51 cents |
|--|----------|

MEAL MONEY

| | |
|---|--------|
| 6. As provided in Clause 13 of the Award except that in Clauses 13 (a) (b) and (c) of that document the rate shall be | \$2.40 |
|---|--------|

DIRT MONEY

| | |
|---|------------------------------------|
| 7. As provided in Clause 14 of the Award except that in clauses | |
| 14 (b) of that document the rate shall be | 21.3 cents |
| 14 (c) of that document the rate shall be | 39.2 cents |
| 14 (d) of that document the rate shall be | 39 cents and 78 cents respectively |
| 14 (g) of that document the rate shall be | 9.9 cents |
| 14 (h) of that document the rate shall be | 9.9 cents |
| 14 (i) of that document the rate shall be | \$1.65 |
| 14 (j) of that document the rate shall be | 66 cents |

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 | 11.4 cents |
| 22 (c) of that document the rate shall be | 10.5 cents |

ACCIDENTS

| | |
|--|--------|
| 9. As provided in Clause 23 of the Award except that in Clause 23 (b) of that document the rate shall be | \$3.17 |
|--|--------|

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 | 89 cents |
| 26 (e) of that document the rate shall be | 76 cents and 76 cents respectively |

EXCLUSION OF COST OF LIVING ORDERS, ETC.

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. The rates and payments are not to be increased by the application of the provisions of

Section 3 of the Remuneration (General Increase) Regulations dated 13 August 1979.

12. All other award allowances paid to workers covered by this Agreement and not hereinbefore provided for shall be increased by 10.4%.

13. This Agreement shall be deemed to have come into force on the first day of the pay period commencing on or after the 27th day of November 1979 and shall remain in force until the 28th day of November 1980.

Signed for and on behalf of Hellaby Peach Products Ltd:

J. Sattle.

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

J. Whelan.

R. H. Caffell.

B. Kennedy.

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.

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.)

J. R. P. Horn, Chief Judge.