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

Dated 21/5/81

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 21st day of May 1981.

(L.S.)

N. P. Williamson, 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 N.Z. Engine Drivers, Firemen, Greasers and Assistants Industrial Union of Workers

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 Auckland this 18th day of March 1981.

Signed for and on behalf of the New Zealand Distillery Company Limited
G. Wilkinson

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

G. Hogarth

TERMS OF SETTLEMENT

NEW ZEALAND COMPANY ENGINE DRIVERS – COLLECTIVE
AGREEMENT 1980-81

INDUSTRY TO WHICH AGREEMENT APPLIES

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

RELATIONSHIP WITH THE NZ ENGINE DRIVERS, BOILER
ATTENDANTS, FIREMEN AND GREASERS AWARD

2. The terms and conditions of employment for Engine Drivers, Boiler Attendants and Greasers shall be in accordance with the N.Z. Engine Drivers, Firemen, Greasers and Assistants Industrial Union of Workers Collective Agreement and with this Agreement: Provided that in case of conflict, the terms of this Agreement shall prevail.

RATES OF PAY

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

Worker holding 1st Class engine drivers certificate	5.49 per hour
Worker holding 2nd Class engine drivers certificate	5.33 per hour

(b) In addition to the above rates of pay, a distillery condition allowance of 12 cents per hour shall be paid. The allowance shall be included in the hourly rate for the computation of overtime.

(c) In recognition of increased duties, skills and responsibilities associated with natural gas firing an allowance of 16 cents per hour shall be paid. The allowance shall be included in the hourly rate for the computation of overtime.

INDUSTRIAL ALLOWANCE

4. An industrial allowance of 6.1 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.

TOOL ALLOWANCE

5. Tool allowance shall be paid as prescribed in Clause 26 (g) of the N.Z. Engine Drivers, Boiler Attendants, Firemen and Greasers Award but the rate shall be 2.5 cents per hour and shall be included in the hourly rate for the computation of overtime.

SERVICE ALLOWANCE

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

After 6 months	9.5 cents per hour
After 1 year	16.0 cents per hour
After 2 years	20.0 cents per hour
After 3 years	23.0 cents per hour
After 4 years	27.0 cents per hour
After 5 years	31.0 cents per hour
After 9 years	32.0 cents per hour

SHIFT ALLOWANCE

7. (a) A shift allowance of \$3.56 shall be paid for each morning and afternoon shift and \$4.88 shall be paid for each night shift worked. \$12 for 3 shifts.

(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.

MEAL MONEY

8. As provided in Clause 9 of the N.Z. Engine Drivers, Boiler Attendants, Firemen and Greasers Award dated 4 March 1981 except that in Clause 9 (a) (b) (c) of that document the rate shall be \$2.85.

SAVING

9. Where because of past practice a worker is presently paid more than the rates of 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.

TRAVELLING ALLOWANCE

10. All workers required to start or cease work between and including the hours of 11 pm and 6 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.

MANNING SCALE

11. 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.

TUITION

12. 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.

DOMESTIC LEAVE

13. After 12 months' continuous service with the same employer, on production of a medical certificate, leave on ordinary pay of up to three (3) working days in any one year may be granted to a married employee (or an employee with a stable de facto relationship) 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.

UNION FEES

14. 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.

EXCLUSION OF COST OF LIVING ORDERS

15. (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.

TERM OF AGREEMENT

16. This Agreement shall be deemed to have come into force on the 20th day of December 1980 and shall remain in force until the 20th day of December 1981.

Signed for and on behalf of The N.Z. Distillery Company Ltd

G. Wilkinson

Signed for and on behalf of The N.Z. Engine Drivers, Boiler Attendants, Firemen, Greasers and Assistants Industrial Union of Workers

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.

The rates of remuneration determined by this voluntary agreement are not to be increased by the application of the provisions of the general increase provided by the Remuneration (General Increase) Regulations 1980.

The Court notes that the instrument referred to in clause 2 is the New Zealand Engine Drivers, Boiler Attendants, Firemen and Greasers Award – Doc 237 – dated 4 March 1981.

(L.S.)

N. P. Williamson, Judge