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**3M New Zealand Limited, Auckland
Engine Drivers — Collective
Agreement (Voluntary)**

Dated 3/3/81

NOTE: See clause 5 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 3M New Zealand Limited, Auckland Engine Drivers Dispute of Interest between 3M New Zealand 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 3rd day of March 1981.

(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; the matter of the 3M Archers Road, Auckland Boiler Operator dispute of interest between 3M New Zealand Ltd and the New Zealand Engine Drivers' Union (Auckland Branch).

To the Registrar, Arbitration Court, Wellington

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 10th day of December 1980.

Signed for and on behalf of:

3M New Zealand Ltd

M. E. FitzGibbon.

New Zealand Engine Drivers Union (Auckland Branch)

G. Hogarth.

TERMS OF VOLUNTARY SETTLEMENT (UNDER SECTION 65) OF
THE DISPUTE OF INTEREST BETWEEN 3M NEW ZEALAND LTD
AND THE NEW ZEALAND ENGINE DRIVERS' UNION (AUCKLAND
BRANCH)

MATTERS NOT PROVIDED FOR

1. With the exception of the matters provided for specifically herein, the terms and conditions of the N.Z. Engine Drivers, Boiler Attendants, Firemen and Greasers Agreement as reached in Conciliation Council in Christchurch on 12 November 1980 and yet to be registered by the Arbitration Court shall apply.

CLAUSE 2 (c) SHIFTS

2. Shifts may be worked during any part of the day or night on any day of the week and where shifts are rostered over 24 hours of the day or where any part of a shift falls outside the hours of 6.30 a.m. to 6 p.m. a shift rate equal of 10% of the day's base pay extra per shift shall be paid. In the case of a sixth and subsequent shift of at least eight hours, the shift rate shall be paid. The ordinary hours of work for shift workers shall not exceed 40 per week or eight per shift. All workers shall be rostered two days off consecutively provided that this may be varied by agreement in writing between the employer and the men through the local branch of the union. In view of the statutory requirements to maintain continuous supervision of boilers, any attendant who in the course of a week takes control of a boiler from another attendant shall be paid an allowance of \$3.69 per week to compensate for time spent on the changeover.

CLAUSE 7 (a) WAGES

3. The following shall be the minimum rates of wages:

- (ii) Workers holding a second class certificate —
 - upon commencement \$200.40 per week
 - after 3-4 months satisfactory current service \$218.00 per week
 - after 8-12 months satisfactory current service \$236.00 per week
- (iii) Workers holding a boiler attendant's certificate —
 - upon commencement \$186.80 per week
 - after 3-4 months satisfactory current service \$203.20 per week
 - after 8-12 months satisfactory current service \$219.60 per week
- (b) Service Allowance
 - (i) After one year's current continuous service with the same employer a worker shall be paid an allowance of 16 cents per hour
 - (ii) After two years' current continuous service with the same employer a worker shall be paid a further 3.8 cents per hour making a total allowance of 19.8 cents per hour
 - (iii) After three years' current continuous service with the same employer a worker shall be paid a further 3.8 cents per hour making a total allowance of 23.6 cents per hour
 - (iv) After four years' current continuous service with the same employer a worker shall be paid a further 3.8 cents per hour making a total allowance of 27.4 cents per hour
 - (v) After five years' current continuous service with the same employer a worker shall be paid a further 3.8 cents per hour making a total allowance of 31.2 cents per hour

This payment shall be considered as part of the weekly rate.

CLAUSE 13 MEAL MONEY

4. (a) The employer shall either supply a suitable meal or allow meal money at the rate of \$3.01 Mon. through Fri., or \$3.42 Sat. & Sun. per meal when workers are required to work more than one hour in excess of the ordinary hours of work prescribed in clause 2 of this agreement. If a worker can get home for his meal and return during the meal break, meal money need not be paid to such worker.

(b) Where any worker, employed in an industry in which the ordinary 40 hours are worked from Monday to Friday, works four and a half hours on a Saturday, a Sunday, or a statutory holiday he shall be paid meal money at the rate of \$3.42 provided he continues working after the meal interval, and provided, further, that he does not go home for the meal.

(c) A shift worker required to work at least an eight-hour shift on his rostered day off shall be paid meal money at the rate of \$3.01 for that shift or be supplied with a suitable meal.

TERM OF AGREEMENT

5. The wage rates referred to in "3" above shall operate from the 10th day of November 1980. All other matters shall operate in accordance with the term of the Agreement provision of the Agreement referred to in "1" above. This Agreement shall continue in force until the 9th day of November 1981.

Signed for and on behalf of:

3M New Zealand Ltd

M. E. FitzGibbon.

New Zealand Engine Drivers Union (Auckland Branch)

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.)

D. S. Castle, Judge.