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**Waikato Carbonisation Limited Auckland
Engine Drivers — Collective Agreement
(Voluntary)**

Dated 3/3/81

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 Waikato Carbonisation Limited Auckland Engine Drivers dispute of interest between Waikato Carbonisation 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.

Section 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 Stationary Engine Drivers employed at Waikato Carbonisation Ltd between Waikato Carbonisation Ltd and the N.Z. Engine Drivers, Firemen, Greasers and Assistants Industrial Union of Workers.

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 15th day of December 1980.

Signed for and on behalf of Waikato Carbonisation Ltd:

D. W. Healy, Manager.

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

G. Hogarth.

STATIONARY ENGINE DRIVERS OF WAIKATO CARBONISATION LTD

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.

WAGES

	Cents Per Hour
2. (a) Workers holding a first class Engine Drivers Certificate	489.2
(b) Workers holding a second class Engine Drivers Certificate ...	473.9

SERVICE ALLOWANCES

3. (a) After one year's continuous service with the same employer an adult worker shall be paid an allowance of	16 cph
(b) After two years' continuous service with the same employer an adult worker shall be paid a further 3.8c per hour making a total allowance of	19.8 cph
(c) After three years' continuous service with the same employer an adult worker shall be paid a further 3.8 cents per hour making a total allowance of	23.6 cph
(d) After four years' continuous service with the same employer an adult worker shall be paid a further 3.8c per hour making a total allowance of	27.4 cph
(e) After five years' continuous service with the same employer an adult worker shall be paid a further 3.8c per hour making a total allowance of	31.2 cph

MEAL MONEY

4. As provided for in the Award referred to in Clause 1 of this agreement, except that the rate shall be \$3.108 per meal money.

DIRT MONEY

5. (a) As provided for in the award referred to in Clause 1 of this agreement.
 (b) All workers shall be paid \$1.351 dirt money per shift worked.

SICK PAY

6. As provided for in the award referred to in Clause 1 of this agreement except that the following shall apply instead of subclause (e) of the Sick Pay Clause of that award.

"A claim for sick pay for periods in excess of two days shall be supported by a medical certificate."

ATTENDANCE ALLOWANCE

7. In addition to the day wage rate an attendance allowance will be paid at the rate of \$2.324 per day. Payable for attendance on production days only i.e. Monday to Saturday for day workers and rostered days for shift workers.

Applicable only when an employee fulfills the following conditions:

- (a) Attends work on every available working day in a week. Monday to Friday for day workers and all rostered shifts for shift workers.
- (b) Works a full shift on each working day.
- (c) Absence of any kind automatically forfeits any right for payment apart from the following:
 - (i) Union officials on local union business;
 - (ii) Bereavement leave as per the provisions in the award referred to in Clause 1 of this agreement.
 - (iii) Sick Leave.
 - (iv) Compensation.

Days off for the above reasons do not qualify for the allowance, but do not affect allowance for other days worked in the week.

SUPERANNUATION

8. The Company shall operate a subsidised superannuation scheme through the National Provident Fund available to all workers under this agreement. Workers contributions to be calculated up to a maximum of 2.5 percent of gross ordinary pay as defined by the Holidays Act 1944, subsidised equally by the Company up to a maximum of 2.5 percent on the said basis.

CARBONETTES

9. Carbonettes shall be supplied to workers who are householders and to retired workers, under the same conditions as are provided for workers under the Waikato Carbonisation Ltd Employees' Collective Agreement.

SAFETY CLAUSE

10. Notwithstanding the nature of the dispute, all workers upon whom the safety of the plant depends shall remain at work and carry out their duties so as to ensure the shutting down of the plant which would include that amount of cleaning of carbonisers and pre-dryers necessary to ensure the safety of the plant.

11. Where at the Company's request, a worker works a 16 hour shift to cover the absence of another employee, then the worker shall be paid a full shift allowance and attendance allowance in respect of the additional shift so worked. If at the Company's request, two workers each work a 12 hour shift to cover the absence of another employee, then those two workers shall each receive half a shift allowance and half an attendance allowance in respect of the half shift extra so worked.

REMUNERATION (GENERAL INCREASE) REGULATIONS 1980

12. The rates of remuneration determined by this agreement have been increased to the extent and in the manner prescribed by the General Increase provided by the Remuneration (General Increase) Regulations 1980.

TERM OF AGREEMENT

13. The wage rates referred to in "2" above and the service payments referred to in "3" above shall operate from the first day of the pay week beginning on or after the 12th 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 11th day of November 1981.

Signed for and on behalf of Waikato Carbonisation Ltd:

D. W. Healy, Manager.

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

G. Hogarth.

MEMORANDUM

This collective agreement incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a conciliation council.

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 collective agreement are NOT to be increased by the application of the provision of the general increase provided by the Remuneration (General Increase) Regulations 1980.

(L.S.)

D. S. Castle, Judge.