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

Dated 29/4/82

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 New Zealand Engine Drivers, Firemen, Greasers and Assistants Industrial Union of Workers and 3M New Zealand Limited.

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 29th day of April 1982.

(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; the matter of the 3M Archers Road, Auckland Boiler Operator dispute of interest between 3M New Zealand Limited 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 22nd day of March 1982.

Signed for and on behalf of 3M New Zealand Ltd

M. E. Fitzgibbon, Authorised Agent
New Zealand Engine Drivers' Union (Auckland Branch)

G. Hogarth, Authorised Agent

TERMS OF VOLUNTARY SETTLEMENT (UNDER SECTION 65) OF
THE DISPUTE OF INTEREST BETWEEN 3M NEW ZEALAND
LIMITED 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 New Zealand Engine Drivers, Boiler Attendants, Firemen and Greasers Award dated 4 March 1981, inclusive of the 5% cost of living general order increase of 11 June 1981 and an additional 10% increase in all rates of remuneration shall apply.

(CLAUSE 5C) SHIFTS

2. Shifts may be worked during any part of the day or night on any day of the week and every shift worker shall be paid a shift allowance as prescribed hereunder:

Morning	— \$3.82 per shift
Afternoon	— \$4.50 per shift
Night	— \$5.14 per shift
Rotating	— \$4.67 per shift

“Morning shift” means any shift in which the ordinary hours commence at or after 5 a.m. and not after 7 a.m.

“Afternoon shift” means any shift in which the ordinary hours finish after 6 p.m. and at or before midnight.

“Night shift” means any shift in which the ordinary hours finish after midnight and at or before 8 a.m.

A “rotating shift” means any one of three shifts in a rotating roster which covers 24 hours in each day from midnight Sunday/Monday to 8 a.m. Saturday.

The ordinary hours of work for shift workers shall not exceed 40 per week or 8 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 requirement to maintain continuous supervision of boilers, any attendant who takes control of a boiler from another attendant shall be paid for an additional 15 minutes per shift at half rates extra to compensate for time spent on the changeover.

(CLAUSE 9A, B AND C) MEAL MONEY

3. (a) The employer shall either supply a suitable meal or allow meal money at the rate of \$3.48 Monday through Friday, or \$3.95 Saturday and Sunday, per meal when workers are required to work more than one hour in excess of the ordinary hours of work prescribed in Clause 5 of the award. 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 4½ hours on a Saturday, Sunday or a statutory holiday he shall be paid meal money at the rate of \$3.95 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 \$3.48 for that shift or be supplied with a suitable meal.

(CLAUSE 11) WAGES

4. (a) The following shall be the minimum job rates:

Workers holding a second class certificate —	
upon commencement	\$226.48 per week
After 3-4 months' satisfactory current service	\$246.94 per week
After 8-12 month's satisfactory current service	\$267.40 per week
Workers holding a boiler attendant's certificate —	
Upon commencement	\$214.10 per week
After 3-4 month's satisfactory current service	\$233.15 per week
After 8-12 months' satisfactory current service	\$252.20 per week

(b) Certificate Payments:

Workers holding a first class Engine Driver Certificate shall be paid a certificate payment of \$12.60 per week.

Workers holding a second class Engine Driver Certificate shall be paid a certificate payment of \$5.40 per week.

Workers holding a Boiler Attendant Certificate shall be paid a certificate payment of \$1.80 per week.

The certificate payment is to be added to the job rate for the computation of wages which preserves the established relativities for Engine Drivers while identifying part of the rate as being in respect of Engine Drivers' Certificates of competency.

(c) Service Allowance:

After one year's current continuous service with the company a worker shall be paid an allowance of ..	18.5 cents per hour
After two years' current continuous service with the company a worker shall be paid a further 4.5 cents per hour making a total allowance of	23.0 cents per hour
After three years' current continuous service with the company a worker shall be paid a further 4.5 cents per hour making a total allowance of	27.5 cents per hour
After four years' current continuous service with the company a worker shall be paid a further 4.5 cents per hour making a total allowance of	32.0 cents per hour
After five years' current continuous service with the company a worker shall be paid a further 4.5 cents per hour making a total allowance of	36.5 cents per hour
After six years' current continuous service with the company a worker shall be paid a further 4.5 cents per hour making a total allowance of	41.0 cents per hour

This payment shall be considered part of the weekly rate.

(CLAUSE 40) TERM OF AGREEMENT

5. The wages referred to in "4" shall operate from the 10th day of November 1981. All other matters shall operate from the 3rd day of March 1982. This Agreement shall continue in force until the 9th day of November 1982.

Signed for and on behalf of 3M New Zealand Limited As Authorised Agent
22/3/82

M. E. Fitzgibbon
New Zealand Engine Drivers' Union (Auckland Branch) As Authorised Agent
22/3/82

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.)

N. P. Williamson, Judge