

Please post in a Conspicuous Place accessible to Workers

**U.E.B. Industries Limited, Stationary
Engine Drivers — Collective
Agreement (Voluntary)**

Dated 31/5/82

NOTE: See clause 17 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 U.E.B. Industries Limited, Stationary Engine Drivers Dispute of Interest between U.E.B. Industries 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 31st day of May 1982.

(L.S.)

J. R. P. Horn, 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, Boiler Attendants and Greasers employed by U.E.B. Industries Limited between U.E.B. Industries Ltd 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 14th day of May 1982.

Signed for and on behalf of U.E.B. Industries Ltd:

R. J. Edwards, Corporate Industrial Relations Manager.

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

G. Hogarth
G. H. Andersen.

**U.E.B. INDUSTRIES LTD STATIONARY ENGINE DRIVERS,
BOILER ATTENDANTS AND GREASERS VOLUNTARY
COLLECTIVE AGREEMENT**

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% General Wage Order effective 11 June 1981 and the 10% wage offer dated 12 November 1981 shall apply:

WAGES

2.	Job Rate Per Hour	+	Certificate Payment Per Hour	=	Total Payment Per Hour
(a) Workers holding a First Class Engine Drivers Certificate.....	\$6.194	+	\$0.315	=	\$6.509
(b) Workers holding a Second Class Engine Drivers Certificate.....	\$6.194	+	\$0.135	=	\$6.329
(c) Workers holding a Boiler Attendants Certificate.....	\$5.900	+	\$0.045	=	\$5.945

The above total payment rates preserve the established relativities for engine drivers while identifying part of the rate as being in respect of engine driver certificates of competency and are to be included in the computation of overtime.

(d) Workers employed as Greasers under the coverage of this Agreement and who are substantially engaged in unsupervised greasing and have the responsibility for the reportage of defects or malfunctions. \$5.750

For the purposes of this classification "substantially" shall mean "50 per cent or more" and shall include tasks directly related to the above functions.

(e) Any worker who holds a certificate from the N.Z. Trades Certification Board that he has passed an examination in boiler house practice shall be paid an additional \$4.24 per week.

SERVICE ALLOWANCES

3. (a) After one year's current continuous service with the same employer an adult worker shall be paid an allowance of 18.5 cents per hour
- (b) After two years' current continuous service with the same employer an adult worker shall be paid a further 4.5 cents per hour making a total allowance of 23 cents per hour
- (c) After three years' current continuous service with the same employer an adult worker shall be paid a further 4.5 cents per hour making a total allowance of 27.5 cents per hour
- (d) After four years' current continuous service with the same employer an adult worker shall be paid a further 4.5 cents per hour making a total allowance of 32 cents per hour
- (e) After five years' current continuous service with the same employer an adult worker shall be paid a further 4.5 cents per hour making a total allowance of 36.5 cents per hour
- (f) After six years' current continuous service with the same employer an adult worker shall be paid a further 4.5 cents per hour making a total allowance of 41 cents per hour

HOURS OF WORK

4. As provided in Clause 5 of the N.Z. Engine Drivers Boiler Attendants Firemen and Greasers Award dated 4 March 1981 except that the shift allowance shall be \$5.00 per shift
and the change over allowance shall be \$11.55 per week

SHIFT ALLOWANCE

5. Where a shift worker has to cover the absence of another employee, the shift allowance for that shift shall be divided between the operators covering that shift.

CRIB TIME

6. As provided in Clause 5 (f) of the New Zealand Engine Drivers, Boiler Attendants, Firemen and Greasers Award dated 4 March 1981 except that the crib time of a shift worker in charge of a boiler shall be paid for at ordinary rates extra in addition to the normal payment for the shift.

MINIMUM BREAK

7. In addition to the clauses relating to hours of work as set out in the New Zealand Engine Drivers, Boiler Attendants, Firemen and Greasers Award dated 4 March 1981, it is agreed that there shall be a minimum break of nine hours for any worker between the finishing time of the work of one day and the commencement of his work of the following day.

GENERAL CONDITIONS

8. As provided in Clause 26 of the N.Z. Engine Drivers, Boiler Attendants, Firemen and Greasers Award dated 4 March 1981 except that in Clause 26 (g) of that document the rate shall be 69 cents per week

MEAL MONEY

9. As provided in Clause 9 of the N.Z. Engine Drivers, Boiler Attendants, Firemen and Greasers Award dated 4 March 1981 except that in Clauses 9 (a) (b) (c) of that document the rate shall be \$3.40 per meal

DIRT MONEY

10. As provided in Clause 30 of the N.Z. Engine Drivers, Boiler Attendants, Firemen and Greasers Award dated 4 March 1981 except that in Clauses

30 (b) of that document the rate shall be	29.1 cents
30 (c) of that document the rate shall be.....	53 cents
30 (d) of that document the rate shall be	53 cents & \$1.06
	respectively
30 (g) of that document the rate shall be	13.5 cents
30 (h) of that document the rate shall be	13.5 cents
30 (i) of that document the rate shall be	\$2.25
30 (j) of that document the rate shall be	90 cents

CONFINED SPACE, HEAT AND COLD

11. As provided in Clause 29 of the N.Z. Engine Drivers, Boiler Attendants, Firemen and Greasers Award dated 4 March except that in Clauses
- | | |
|---|------------|
| 29 (a) of that document the rate shall be | 15.6 cents |
| 29 (c) of that document the rate shall be | 14.3 cents |

ACCIDENTS

12. As provided in Clause 31 of the N.Z. Engine Drivers, Boiler Attendants, Firemen and Greasers Award dated 4 March 1981 except that in Clause 31 (b) of that document the rate shall be \$4.33 per week

ANNUAL HOLIDAYS

13. As provided in Clause 21 of the N.Z. Engine Drivers, Boiler Attendants, Firemen and Greasers Award dated 4 March 1981 except that in Clause 21 (b) the service holiday shall be qualified for after eight years' current continuous service.

SICK PAY

14. As provided in Clause 23 of the N.Z. Engine Drivers, Boiler Attendants, Firemen and Greasers Award dated 4 March 1981 except that the total possible accumulation in Clause 23 (a) shall be 45 days.

CLOTHING

15. As provided in Clause 28 of the N.Z. Engine Drivers, Boiler Attendants, Firemen and Greasers Award dated 4 March 1981 except that in Clauses:-
- | |
|--|
| 28 (b) (ii) of that document the rate shall be \$1.21 |
| 28 (e) of that document the rate shall be \$1.04 & \$1.04 respectively |
- The following provision shall be added to Clause 28 (e):

“Where the employer supplies safety boots and the employment is discontinued during the year of issue, the employer shall be entitled to recover the cost of such footwear on the basis of one-twelfth for each month by which the employment fell short of 12 months. Such recovery shall be made from final wages payable to the employee concerned.”

Clause 28 (b) (i) shall read as follows:

“As soon as possible after commencement but no later than one month after commencement of their employment, workers shall be supplied with a minimum of two pairs of overalls annually or more as is necessary. Such overalls shall remain the property of the employer.”

THE ECONOMIC STABILISATION (COST-OF-LIVING INCREASE) REGULATIONS 1980

16. The rates of remuneration determined by this Collective Agreement are NOT to be increased by the application of the provisions of the General Order of the Arbitration Court made under the Economic Stabilisation (Cost-of-Living Increase) Regulations 1980. (i.e. the 5% General Wage Order effective 11 June 1981).

TERM OF AGREEMENT

17. This agreement shall be deemed to have come into force on the 16th day of November 1981 and shall remain in force until its expiry on 15th November 1982.

Signed for and on behalf of U.E.B. Industries Ltd:
R. J. Edwards, Corporate Industrial Relations Manager.

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

G. Hogarth.
G. R. Andersen

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, Judge.