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**NESTLE COMPANY (NEW ZEALAND)
LIMITED STATIONARY ENGINE
DRIVERS—COLLECTIVE AGREEMENT
(VOLUNTARY)**

Dated 2/8/82

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 Nestle Company (New Zealand) Limited Stationary Engine Drivers Dispute of Interest between Nestle Company (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 2nd day of August 1982

(L.S.)

N. P. Williamson, Judge.

Sections 65 and 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 the matter of the Stationary Engine Drivers employed at The Nestle Company (New Zealand) Limited between The Nestle Company (New Zealand) Limited and The N.Z. Engine Drivers Firemen Greasers and Assistant 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 eleventh day of June 1982.

On behalf of the Nestle Company (New Zealand) Ltd

H. Quintall

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

G. Hogarth

STATIONARY ENGINE DRIVERS OF THE NESTLE COMPANY
(NEW ZEALAND) LTD COLLECTIVE AGREEMENT

1. MATTERS NOT PROVIDED FOR

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 Award dated 4th March 1981 shall apply for the term of this Agreement.

2. ENGINE DRIVERS WAGES:

- (a) JOB RATE \$6.031 per hour.
- (b) Workers holding a Second Class Stationary Engine Driver's Certificate shall be paid an extra 13.5 cents per hour, or Workers holding a First Class Stationary Engine Driver's Certificate shall be paid an extra 31.5 cents per hour.
- (c) Contingency Payment:
10 cents extra per hour to cover additional Industry payments as determined by the Company, which are not currently written into the N.Z. Engine Drivers, Boiler Attendants, Firemen and Greasers Award (4.3.1981).
- (d) Attendants who are required to attend the boilers which are fired by a minimum of two alternate fuels from any of the available fuel resources, shall be paid 18 cents extra per hour in recognition for additional skill, stress etc associated with multifiring and new technology.
- (e) Any worker who holds a certificate from the N.Z. Trades Certification Board that he has passed an examination in boilerhouse practice shall be paid an additional \$4.24 per week.

3. WORK PAYMENTS

Where a worker is eligible and qualified to perform the duties prescribed under the N.Z. Engine Drivers, Boiler Attendants, Firemen and Greasers Award (4/3/1981) covered under Clauses 26 (g), 29 (a to d), 30 (a to j) AND

All other associated duties which have been the custom and practice for these workers to perform, even though they are not defined in the National Agreement,

Shall be paid a flat payment of 40 cents extra per hour for every ACTUAL HOUR of work performed. This payment does NOT attract any penal payment, and is accepted to be INSTEAD OF any monetary payment previously recognized.

4. SERVICE ALLOWANCES

- On completion of three months employment 17.45 cents extra per hour
- On completion of nine months employment 17.45 cents extra per hour
- On completion of three years continuous service 1% extra of the weekly rate.
- On completion of five years continuous service 2% extra of the weekly rate.
- On completion of ten years continuous service 3% extra of the weekly rate.
- On completion of fifteen years continuous service 4% extra of the weekly rate.
- On completion of twenty years continuous service 5% extra of the weekly rate.

For the purpose of determining the percentage extra of the weekly rate, the monetary service payments (3-9 months) are to be added to the workers actual Trade Basic rate.

Each of the payments and percentage increase shall be applied to the Ordinary time hourly rate and Overtime rate.

Such payments are to be 'INSTEAD OF' and NOT in addition to the Engine Drivers etc., Award.

5. **HOURS OF WORK**

As provided in Clause 5 of the N.Z. Engine Drivers, Boiler Attendants, Firemen and Greasers Award dated 4th March 1981, except that the Shift Allowance shall be \$5.12 per shift

Where a shiftworker is required to work a complete double shift on a consecutive basis, an appropriate shift allowance shall be paid. Where, however, two shiftworkers are required to extend their hours to cover the absence of another shiftworker, each shall be paid the appropriate pro rata shift Allowance in addition to their normal entitlements.

6. **OVERTIME**

As provided in Clause 6 of the N.Z. Engine Drivers, Boiler Attendants, Firemen and Greasers Award (4/3/81) except Sub-clause (b) is amended to read:

"After eight hours' work at ordinary rates, overtime rates shall be paid until the worker had had a break of one hour for every two hours worked, with a minimum break of NINE hours. This provision shall apply whether the period so worked falls wholly within one day or partly within one day and partly within the succeeding day."

7. **MEAL MONEY**

As provided in Clause 9 of the N.Z. Engine Drivers, Boiler Attendants, Firemen and Greasers Award (4/3/81) except that in Clause 9 (a), (b) and (c) of that document the payment shall be \$3.40

8. **ANNUAL HOLIDAYS**

As provided in Clause 21 of the N.Z. Engine Drivers, Boiler Attendants, Firemen and Greasers Award (4/3/81) except that Sub-clause (b) — Service Holiday is amended to read:

"Upon the completion of EIGHT years continuous service with the same employer, each worker shall for the eighth and..."

9. **SICK PAY**

As provided in Clause 23 of the N.Z. Engine Drivers, Boiler Attendants, Firemen and Greasers Award (4/3/81) except in Sub-clause (a) the maximum accumulation has been increased to 45 days.

10. **ACCIDENTS**

As provided in Clause 31 of the N.Z. Engine Drivers, Boiler Attendants, Firemen and Greasers Award (4/3/81) except that in Sub-clause (b) — the rate shall be amended to \$4.33

11. **CLOTHING**

Workers shall be supplied by the employer, within one month of commencement of their employment, with a minimum of two pairs of overalls or two pairs of combination overalls annually, or more as is

necessary. Where possible the worker's preference shall be recognized but such overalls shall remain the property of the employer.

12. EXCLUSION OF COST OF LIVING ORDERS

The General Wages Increase issued under the Wage Adjustment Regulations (1974); as amended by the Remuneration Act (1979), and dated 1st August 1980, (and all previous Wage Orders etc.) have been incorporated into the rates and other payments specified herein.

13. TERM OF AGREEMENT

The wage rates and provisions prescribed in this Agreement will be deemed to have come into effect as from the first day of the pay week on or after 18th January, 1982.

This Agreement shall continue in force until 17th January, 1983.

Signed for and on behalf of:

The Nestle Company (New Zealand) Limited.

H. Quintall

Signed for and on behalf of:

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

G. Hogarth

MEMORANDUM:

The settlement has been achieved on the understanding that all implications relating to any subsequent Collective Agreement shall neither apply to, nor effect, the parties bound by this settlement during the term of this Agreement.

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 Court has registered the instrument after being satisfied that a complete settlement was arrived at by the parties before the commencement of the Wage Freeze Regulations 1982.

(L.S.)

N. P. Williamson, Judge