

Please post in a Conspicuous Place accessible to Workers

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

Dated 14/5/82

NOTE: See clause 18 herein for the date on which rates of wages come into force.

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 14th day of May 1982.

(L.S.)

N. P. Williamson, 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 of New Zealand 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 19th day of April 1982.

Signed for and on behalf of Waikato Carbonisation Ltd:
A Peattie Manager, Authorised Agent.

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

G. Hogarth.
G. H. Andersen.

STATIONARY ENGINE DRIVERS OF WAIKATO
CARBONISATION LIMITED

COLLECTIVE AGREEMENT

MATTERS NOT PROVIDED FOR

1. With the exception of the matters provided for specifically herein the terms and conditions of the NZ Engine Drivers, Boiler Attendants, Firemen and Greasers Award dated 4 March 1981 shall apply for the terms of this Agreement provided that any remuneration items applicable from that award shall be increased by the effect of the 5% General Increase of 11 June 1981 and then by a further 10%. In the case of any conflict between the provisions of the award and of this Agreement the provisions of this Agreement shall prevail.

RATES OF PAY

2. The rates for workers covered by this Agreement shall be:-

	Job Rate c.p.h.	Certificate c.p.h.	Total c.p.h.
Worker holding 1 Class Engine Drivers Certificate.....	5.34	31.5	5.655
Worker holding 2nd Class Engine Drivers Certificate.....	5.34	13.5	5.475

The above rates are to be included in the computation of overtime and preserve the existing relativities for Engine Drivers while identifying part of the rate as being in respect of Engine Driver Certificates of competency. Any worker who holds a certificate from the NZ Trade Certification Board that he has passed an examination in boilerhouse 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 \$4.12 per shift and the changeover allowance shall be \$4.26.

OVERTIME

5. If a shift worker is called back on his day off the overtime provisions of the NZ Engine Drivers, Boiler Attendants, Firemen and Greasers Award dated 4 March 1981 shall apply but if he has to revert to his own shift without an 8 hour break he shall be paid double time rates for the second shift.

MEAL MONEY

6. As provided for in the Award referred to in Clause 1 of this agreement, except that the rate shall be \$3.567 per meal money.

DIRT MONEY

7. (a) As provided for in the award referred to in Clause 1 of this agreement.
(b) All workers shall be paid \$1.55 dirt money per shift worked.

SICK PAY

8. 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.”

and

The total possible accumulation of sick pay shall be 45 days.

ATTENDANCE ALLOWANCE

9. In addition to the day wage rate an attendance allowance will be paid at the rate of \$2.667 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

10. 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

11. 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

12. 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.

13. 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.

ANNUAL HOLIDAYS

14. 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.

LONG SERVICE LEAVE

15. The provisions of Clause 22 of the N.Z. Engine Drivers, Boiler Attendants, Firemen and Greasers Award dated 4 March 1981 shall apply. Service with the State Coal Mines may be added to service with the company to qualify for long service leave.

HAND FIRING

16. Hand firing shall be paid at half ordinary rates additional when steam is required from the boiler.

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

17. 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.

TERM OF AGREEMENT

18. This Agreement shall be deemed to have come into force on the twelfth day of November 1981 and shall remain in force until the eleventh day of November 1982.

Signed for and on behalf of Waikato Carbonisation Ltd:
A. Peattie Manager, Authorised Agent.

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

G. Hogarth.
G.H. Andersen.

Dated 19th April 1982.

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.