

Please post in a conspicuous place accessible to workers

**Empire Rubber Mills Limited,
Christchurch Stationary Engine
Drivers—Collective Agreement
(Voluntary)**

Dated 20/12/82

NOTE: See clause 14 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 Empire Rubber Mills Limited, Christchurch Stationary Engine Drivers Dispute of Interest between New Zealand Engine Drivers, Firemen, Greasers and Assistants Industrial Union of Workers and Empire Rubber Mills Limited, Christchurch

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 20th day of December 1982.

(L.S.)

J. R. P. Horn, Chief 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 in the matter of the Engine Drivers, Boiler Attendants, Firemen and Greasers' Dispute of Interest between The New Zealand Engine Drivers' Firemen, Greasers and Assistants' Industrial Union of Workers and Empire Rubber Mills Limited, Christchurch.

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 Christchurch this 15th day of June 1982.

Signed for and on behalf of The New Zealand Engine Drivers, Firemen, Greasers and Assistants' Industrial Union of Workers.

B. Kennedy
N. Toschach

Signed for and on behalf of Empire Rubber Mills Limited, Christchurch
B. G. McGarry, Manager

Terms of Voluntary Settlement under Section 65

ENGINE DRIVERS, BOILER ATTENDANTS, FIREMEN AND
GREASERS OF
EMPIRE RUBBER MILLS LTD.

COLLECTIVE AGREEMENT

SCHEDULE

1. MATTERS NOT PROVIDED FOR

With the exception of the matters specifically provided for in this Agreement the terms and conditions of the N.Z. Engine Drivers Boiler Attendants Firemen and Greasers Award dated 4 March 1981 (hereafter called "The Award") shall apply for the term of this Agreement.

2. WAGES

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. \$198.61 per week.

3. SERVICE ALLOWANCES

(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.

(g) The foregoing allowances shall count in the calculation of overtime and penal rates and shall be paid to the worker on any paid leave.

4. HOURS OF WORK

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.

5. GENERAL CONDITIONS

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.

The word "coffee" shall be added to Clause 26 (j) and (k) and the words "a knife, a fork, a spoon and a plate" shall be added to Clause 26 (j).

The following new sub-clause (1) will be added to the clause:

“(1) No locomotive driver shall be required to work without the assistance of a shunter while shunting is in operation.”

6. MEAL MONEY

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) and (c) of that document the rate shall be \$3.40.

7. DIRT MONEY

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 and \$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.

8. CONFINED SPACE, HEAT AND COLD

As provided in Clause 29 of the N.Z. Engine Drivers, Boiler Attendants, Firemen and Greasers Award dated 4 March 1981 except that in Clause:—

29 (a) of that document the rate shall be 15.6 cents

29 (c) of that document the rate shall be 14.3 cents.

9. ACCIDENTS

As provided in Clause 31 of the N.Z. Engine Drivers, Boiler Attendants, Fireman and Greasers Award dated 4 March 1981 except that in Clause:—

31 (b) of that document the rate shall be \$4.33.

10. ANNUAL HOLIDAYS

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.

11. SICK PAY

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.

12. CLOTHING

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 respectively.

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.”

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

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.

14. TERM OF AGREEMENT

This agreement shall insofar as the rates of wages prescribed in clauses 2 and 3 are concerned shall be deemed to have come into force on the first day of the pay week commencing on or after 12 November 1981, and so far as all other provisions are concerned, it shall come into force on the day of the date hereof; and this agreement shall remain in force until 11 November, 1982.

Signed for and on behalf of: Empire Rubber Mills Limited, Christchurch
B. G. McGarry, Manager

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

B. Kennedy
N. Toschach

Dated this 26th day of January 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.

The delay in registration of this document has been brought about by the tardiness of the parties in amending technical defects within the document and supplying information in regard to provisions of the Wage Freeze Regulations 1982.

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.)

J. R. P. Horn, Chief Judge