

**Please post in a conspicuous Place accessible to Workers**

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**Upec Industries Limited Auckland  
Factory Storepersons — Collective  
Agreement (Voluntary)**

**Dated 18/5/82**

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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 Upec Industries Limited Auckland Factory Storepersons Dispute of Interest between the Northern Industrial District and Hawke's Bay Province Storepersons and Packers and Warehouse Workers Industrial Union of Workers and Upec Industries 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 18th day of May 1982.

(L.S.)

N. P. Williamson, Judge.

Section 65 and 66

Form 5

Regulation 9 (4)

Under the Industrial Relations Act 1973

In the matter of Industrial Relations Act 1973 and in the matter of the UPEC Industries Limited and the Northern Industrial District and Hawke's Bay Province Storepersons and Packers and Warehouse workers Dispute of Interest.

To the Registrar of the Court of Arbitration:

We hereby submit to you a signed copy of the terms of voluntary settlement of the abovementioned dispute of interest arrived at by the parties pursuant to Section 65 of the Industrial Relations Act 1973, for registration by the Court of Arbitration as a Collective Agreement

Dated at Auckland this 11 day of May 1982.

Signed for and on behalf of UPEC Industries Limited:

G. G. Lee, Works Manager.

Signed for and on behalf of the Northern Industrial District and Hawke's Bay Province Storepersons and Packers and Warehouse workers Union of workers:

W. Doody.

## Terms of Agreement under Section 65

UPEC INDUSTRIES LIMITED AUCKLAND FACTORY  
STOREPERSONS COLLECTIVE AGREEMENT

## ARRANGEMENT OF AGREEMENT

- 1 — Scope of Agreement
- 2 — Wages
- 3 — Rostered Call Outs
- 4 — Containers
- 5 — Shrink Gun Allowance
- 6 — Meal Allowance
- 7 — Sick Leave
- 8 — Bereavement Leave
- 9 — Stop Work Meetings
- 10 — Time Off – Union Delegates
- 11 — New Technology
- 12 — Relationship of NID Hawke's Bay Province storepersons and Packers and Warehouse Workers Award
- 13 — Term of Agreement

## SCHEDULE

## SCOPE OF AGREEMENT

1. This agreement shall apply to the employment of members of the Northern Industrial District and Hawke's Bay Province Storepersons and Packers and Warehouse Workers Industrial Union of Workers employed by UPEC Industries Limited at the Patiki Road, Avondale site of this Company.

## RATES OF WAGES

2. The rate of wages will be set down in Clause 7 of the Storepersons Award with the following exceptions:

(a) Weekly rates – Classifications	Per Week
Level 3 .....	\$220.56
Level 2.....	\$216.92
Level 1.....	\$212.32
Basic .....	\$206.76

## (b) Service Allowance:

- (i) After six months continuous services with the same employer and in addition to the prescribed rates of wages laid down in Clause 2(a) of this Agreement, a worker shall be paid .....\$0.14 per hour
- (ii) After twelve months continuous services with the same employer and in addition to the prescribed rates of wages laid down in Clause 2(a) of this Agreement, a worker shall be paid .....\$0.21 per hour
- (iii) After two years continuous services with the same employer and in addition to the prescribed rates of wages laid down in Clause 2(a) of this Agreement, a worker shall be paid .....\$0.26 per hour
- (iv) After three years continuous services with the same employer and in addition to the prescribed rates of wages laid down in Clause 2(a) of this Agreement, a worker shall be paid .....\$0.30 per hour

- (v) After four years continuous services with the same employer and in addition to the prescribed rates of wages laid down in Clause 2(a) of this Agreement, a worker shall be paid .....\$0.34 per hour
- (vi) After five years continuous services with the same employer and in addition to the prescribed rates of wages laid down in Clause 2(a) of this Agreement, a worker shall be paid .....\$0.38 per hour
- (vii) After six years continuous services with the same employer and in addition to the prescribed rates of wages laid down in Clause 2(a) of this Agreement, a worker shall be paid .....\$0.41 per hour
- (viii) After seven years continuous services with the same employer and in addition to the prescribed rates of wages laid down in Clause 2(a) of this Agreement, a worker shall be paid .....\$0.44 per hour
- (ix) After eight years continuous services with the same employer and in addition to the prescribed rates of wages laid down in Clause 2(a) of this Agreement, a worker shall be paid .....\$0.47 per hour

These payments shall form part of the ordinary rate for the purpose of calculating overtime.

**ROSTERED CALL-OUT**

- 3. (a) A seven day roster system for workers who are required to be "called out" outside their normal hours of work is to be operated and an allowance of \$30.00 be paid for each week of seven days during which the worker is "on call"
- (b) Workers rostered "on call" to be paid a mileage allowance based on the distance travelled from the workers home to place of work and return, at the appropriate rate set out in the Government Vehicle Mileage Allowance Schedule.
- (c) Should a worker not be available at any time during his rostered week, he shall forfeit the weekly payment.
- (d) The payment of \$30.00 is in recognition of all expenses and inconvenience imposed upon workers due to the necessity to perform "call out" work.

**CONTAINER HANDLING ALLOWANCE**

- 4. (a) This clause applies to employees who are loading or unloading fully enclosed ISO sea or rail containers or sea freighters.
- (b) An allowance based on \$2.45 per running foot will be paid to those employees designated by the Company. This allowance will be shared equally between the designated employees.
- (c) The allowance shall not be counted for the purpose of calculating overtime payments or any other allowance.
- (d) Should the Award covering the employment of storepersons and packers contain a payment for work performed in containers, the payment in this Agreement shall be offset against it.
- (e) The Company will determine the number of storepersons to be employed in any one container at any time.

**SHRINK GUN ALLOWANCE**

- 5. (a) A payment of \$1.75 shall be made to each storeperson designated by the Company to use the shrink gun.

(b) The payment shall be made on a daily basis and shall not be counted for the purpose of calculating overtime payments or any other allowance.

#### MEAL ALLOWANCE

6. Where provision is made for the payment of a meal allowance it shall be at the rate of \$3.50 per meal.

#### SICK LEAVE

7. Clause 14 of the Storepersons Award will apply, with the exception that after six months current continuous service with the same employer a worker, other than a casual worker, shall be entitled to payment for absences from work due to personal sickness for a total period of seven days for that year.

#### BEREAVEMENT LEAVE

8. Clause 16 of the Storepersons Award shall apply with the exception that bereavement leave up to four days at ordinary rates of pay is permitted.

#### STOP WORK MEETINGS

9. Clause 33 of the Storepersons Award shall apply with the exception that the workers shall be entitled to a total of eight hours leave for the purpose of attending such meetings without loss of ordinary pay.

#### TIME OFF FOR UNION DELEGATES

10. The Company agrees to permit the accredited union delegate to take reasonable time off work without loss of pay for the purpose of attending union meetings, provided permission to take such time off is obtained from the Company before such meetings.

#### NEW TECHNOLOGY

11. (a) When the Company is considering the introduction of new computer technology the employees likely to be affected by any decision arising therefrom will be first advised.

(b) When the Company has decided to introduce such technology it shall consult fully with the employees affected and the representative of the union.

#### RELATIONSHIP OF STOREPERSONS AWARD WITH THIS AGREEMENT

12. All other matters not covered by this Agreement shall be in accordance with the provisions of the current Northern Industrial District and Hawke's Bay Province Storepersons and Packers and Warehouse Workers Award.

#### TERM OF AGREEMENT

13. This Agreement shall be deemed to have come into force on 28 November 1981 & shall remain in force until 27 November 1982.

Signed for and on behalf of the Northern Industrial District and Hawke's Bay Province Storepersons and Packers and Warehouse Workers Union of Workers:

W. Doody, Organiser.

Signed for and on behalf of UPEC Industries Limited:  
G.G. Lee, Works Manager.

Dated 11th May 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.