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**Kiwi Packaging Limited Stationary
Engine Drivers — Collective
Agreement (Voluntary)**

Dated 29/4/82

Note: See clause 15 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 Kiwi Packaging Limited Stationary Engine Drivers' Dispute of Interest between the New Zealand Engine Drivers, Firemen, Greasers and Assistants Industrial Union of Workers AND Kiwi Packaging 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 29th day of April 1982.

(L.S.)

N. P. Williamson, Judge.

Section 65

Regulation 9 (4)

Form 5

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 Kiwi Packaging Limited between Kiwi Packaging Limited 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 29th day of March 1982.

For and on behalf of Kiwi Packaging Limited:

Signed

R. D. Salt, as authorised agent

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

Signed

G. Hogarth, G. H. Andersen, as authorised agents

STATIONARY ENGINE DRIVERS OF KIWI PACKAGING 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 term of this Agreement.

This agreement applies to employees of the Kiwi Packaging Limited (Wiri) who are covered by the N.Z. Engine Drivers, Firemen, Greasers and Assistants Industrial Union of Workers.

WAGES

	Cents per Hour
2. (a) Workers holding a second Class Engine Drivers Certificate	5.842
(b) Certificate Payment	.135

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

5.977

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

(d) Starch 60 cents per hour

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 \$5.26 per shift and the changeover period shall be 15 minutes paid at the appropriate overtime rate.

GENERAL CONDITIONS

5. 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 (l) will be added to the clause:

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

MEAL MONEY

6. 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.

DIRT MONEY

7. 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.

CONFINED SPACE, HEAT AND COLD

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

9. 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

ANNUAL HOLIDAYS

10. 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

11. 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

12. 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 and \$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 a 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

13. 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.

MATTERS NOT PROVIDED

14. With the exception of the matters provided for in this voluntary agreement, the terms and conditions of the present N.Z. Engine Drivers, Firemen and Greasers Award inclusive of the 5% general wage order dated 11 June 1981 and the 10% wage offer dated 12 November 1981 shall apply.

TERM OF AGREEMENT

15. This Agreement shall be deemed to have come into force on the 12th day of November 1981 and shall remain in force until the 11th day of November 1982.

Signed for and on behalf of Kiwi Packaging Limited:

R. D. Salt as authorised agent, 29-3-82

Signed for and on behalf of the NZ Engine Drivers, Firemen, Greasers and Assistants Industrial Union of Workers:

G. Hogarth, G. H. Anderson as authorised agents, 29-3-82

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 Regulations 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