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**HELLABY SHORTLAND LIMITED
OTAHUHU SHIFT ENGINEERS
REDUNDANCY AGREEMENT —
VOLUNTARY AGREEMENT**

Dated 11/2/83

NOTE: See clause 11 herein for the date on which rates of wages come into force.

In the matter of the Industrial Relations Act 1973 and in the matter of the dispute of interest being a Redundancy Agreement between R & WHELLABY LIMITED AND MEMBERS OF THE NEW ZEALAND INSTITUTE OF MARINE AND POWER ENGINEERS (INC).

SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

TO: The Registrar of the Arbitration Court.

We hereby submit to you a signed copy of the terms of voluntary settlement of the above mentioned dispute of interest being a Redundancy Agreement arrived at by the parties pursuant to Section 141 of the Industrial Relations Act 1973, for registration by the Arbitration Court as a Collective Agreement.

Dated at Auckland this 4th day of August 1982.

General Manager, Works Operations R & W Hellaby Limited:

Allan F. Crooks.

Advocate N.Z. Institute of Marine and Power Engineers Inc:

Eric McDowell.

Works Delegate:

T. McMahon.

Works Manager Hellaby Shortland Ltd:

I. J. Anderson.

TERMS OF VOLUNTARY SETTLEMENT UNDER SECTION 141 INDUSTRIAL RELATIONS ACT 1973

HELLABY SHORTLAND LIMITED, OTAHUHU

4th August, 1982

SHIFT ENGINEERS REDUNDANCY AGREEMENT

1. SCOPE OF AGREEMENT

This Agreement shall apply to employees of Hellaby Shortland Limited, Otahuhu, Auckland who are members of the New Zealand Institute of Marine and Power Engineers (Inc).

2. INTENT OF THE AGREEMENT

The Company recognises the serious consequences that the loss of permanent employment can have on the individual employee and on the workforce as a whole and proposes to minimise these consequences in the manner specified herein.

3. DEFINITION AND APPLICATION

3.1 Redundancy is a condition in which an employer has manpower surplus to his requirements because of the closing down of the whole or any part of the employer's operations due to a change in plant, methods, materials or products, or reorganisation, or like cause requiring a permanent reduction in the number of permanent employees.

3.2 The Company shall not be responsible for redundancy compensation in situations where the closures or curtailment of businesses is a result of a natural disaster.

3.3 An employee shall be entitled to receive redundancy compensation if he has reached the age of 65 years or over but only for his work period up to 65 years of age.

4. CRITERIA FOR SELECTION OF REDUNDANT EMPLOYEES

In determining redundancy, the Company will recognise the 'last on first off' principle, with the Company being able to retain an effective workforce, subject to consultation and agreement with the Institute.

5. NOTIFICATION

5.1 The Company will give three months notice in writing to the Institute indicating an impending situation where employees may be made redundant. Notwithstanding the above, the Company will give 6 weeks notice of termination to all employees being made redundant.

5.2 The Institute accepts the confidentiality of this information and will not divulge same until after the Company has notified the employee/s concerned.

5.3 The payment of redundancy compensation will be contingent except where otherwise provided, upon the employee being available for work and performing normally his assigned duties until the expiry of the period of notice.

5.4 Should the Company dismiss an employee 'other than for misconduct' during the notice of termination period, it will pay wages in lieu of the remainder of the notice period, plus the appropriate redundancy compensation entitlement.

5.5 An employee who finds an alternative position during the notice of termination period, may with the consent of the Company, terminate his employment prior to the expiry of the period of notice without forfeiting entitlement of redundancy compensation. The Company's consent in such instances will not be unreasonably withheld.

6. RE-EMPLOYMENT PREFERENCE

6.1 Where vacancies may arise at a future date those employees made redundant shall, where possible in order of seniority be given first consideration for re-appointment for a period of two years after being made redundant, providing that they leave their current address with the Company.

6.2 Employees made redundant under this Agreement will be given the opportunity for employment in their respective fields at any major meat processing establishment undertaken by the Company in the South Auckland area for the same period.

6.3 If re-employed, the absence through redundancy shall not affect continuity of service in the industry in respect of pay rates only.

6.4 The Company agrees not to employ engineering staff to carry out repairs or duties which would have been performed by Shift Engineers employed or formerly employed by the Company who have been made redundant by this Agreement.

Special repairs including major breakdowns or new work are excluded from this Clause and the Company will reserve it's prerogative to seek the assistance of outside resources on these occasions.

The Institute will be consulted on these situations.

7. INTERVIEW TIME

If during the period of notice an employee has the opportunity of an interview for alternative employment, the Company will, provided consent is sought, allow reasonable time off, without loss of pay to attend such an interview. Time for further interviews may be granted provided in each case reasonable proof of having attended such an interview is furnished if requested, the Company's consent will not be unreasonably withheld.

8. OVERTIME

Overtime will, where practicable, be restricted so as to reduce the need for redundancy.

9. DISPUTES PROCEDURE

In the event of a dispute regarding this Agreement the normal disputes procedure contained in the New Zealand Shift Engineers (Freezing Works) Voluntary Agreement will be followed and no hindrance or stoppage of work will take place.

10. SCHEDULE OF COMPENSATION PAYMENTS

10.1 The first year of service, 4 weeks' pay. Thereafter 2 weeks' pay for each additional year or pro rata for less than 12 months service. Service of less than 12 months and more than 20 years shall not qualify for payment.

10.2 For the purpose of this Clause, one week's pay shall be calculated on the basis of the worker's average weekly taxable earnings for the 12 month period prior to the termination, or since commencement of employment if less than 12 months, or ordinary weekly earnings at the time of redundancy, whichever is the greater or as provided in the Holidays Act, 1981.

11. TERM OF AGREEMENT

This Agreement shall remain in force for 12 months from 4th August 1982.

R & W Hellaby Limited by its duly authorised signatories:

A. F. Crooks, General Manager, Works Operations.

I. J. Anderson, Works Manager.

The New Zealand Institute of Marine and Power Engineers Inc.

Mr E. McDowell, Advocate.

Mr T. McMahon, Works Delegate.

Dated 4th August 1982.

MEMORANDUM

This voluntary agreement has been filed with the Registrar in accordance with section 141 of the Industrial Relations Act 1973.

The attention of the parties is drawn to section 141 (3) of the Industrial Relations Act 1973 as to disputes of rights. Clause 9 of this agreement must be read in light of the Statutory Code.

The Court has given its consent to the redundancy provisions contained in Clause 10 for the purpose of Regulation 45C of the Wage Adjustment Regulations 1974 as inserted by Regulation 3 of Amendment No. 8 (S.R. 1976/96) pursuant to Regulation 45I (1) (a) of the Wage Adjustment Regulations 1974; Amendment No. 20 (S.R. 1982/161) following the agreement having been lodged at the Court on 9 August 1982.

The Registrar has accepted the instrument for filing after being satisfied that a complete settlement was arrived at by the parties before the commencement of the Wage Freeze Regulations 1982.

This is a new agreement citing the parties hereto. The document number was previously allocated to the Bluff Wharf Construction Labourers' Industrial Agreement dated 12 December 1969, which was cancelled on 27 May 1982 (1982 B.A. p 7355).

(L.S.)

D. S. Castle, Judge.

Dated at Wellington, this eleventh day of February 1983.

Published and Issued by the Arbitration Court of New Zealand

**NEW ZEALAND COACH AND MOTOR BODY BUILDING INDUSTRY –
AMENDMENT TO APPRENTICESHIP ORDER**

Dated: 17/2/83

In the Arbitration Court of New Zealand – in the matter of the Apprentices Act 1948; and in the matter of the New Zealand COACH AND MOTOR BODY BUILDING INDUSTRY Apprenticeship Order dated the 31st day of July 1969 recorded in 69 Book of Awards 1541; as amended on the 16th day of December 1974 recorded in 74 Book of Awards 1957 and as amended on the 6th day of April 1976 recorded in 76 Book of Awards 1597.

WHEREAS by section 13 (2) of the Apprentices Act 1948, the Arbitration Court is empowered to amend any apprenticeship order: AND WHEREAS application has been made to the Court by the New Zealand Coachbuilding Apprenticeship Committee for amendment of the New Zealand Coach and Motor Body Building Industry Apprenticeship Order dated the 31st day of July 1969, as amended on the 16th day of December 1974 and the 6th day of April 1976: AND WHEREAS the Court has considered the recommendation made to it by the said Committee: NOW, THEREFORE, THE COURT, in pursuance and exercise of the powers vested in it by the said Act, DOTH HEREBY ORDER as follows:

1. THAT the said apprenticeship order shall be amended in the following manner:

By inserting after the words “engineering shopwork” in subclause (a) (ii) of clause 8 (Term of Apprenticeship) the words “workshop technology”.

2. THAT this order shall operate and take effect as from the day of the date hereof.

Dated this 17th day of February 1983.

D. S. Castle, Judge.