

Please post in a conspicuous place accessible to workers

**ROTHMANS TOBACCO CO. LTD,
NAPIER FACTORY ENGINEERS AND
ENGINEERING DRAUGHTSPERSONS
— COLLECTIVE AGREEMENT
(VOLUNTARY)**

Dated 5/6/85

NOTE: See clause 15 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 Rothmans Tobacco Co. Ltd, Napier Factory Engineers and Engineering Draughtspersons Dispute of Interest

between the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers and Rothman Tobacco Company 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 5th day of June 1985.

(L.S.)

D. S. CASTLE
JUDGE

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:

ROTHMANS TOBACCO CO LTD, NAPIER, FACTORY ENGINEERS
AND ENGINEERING DRAUGHTSPERSONS VOLUNTARY
SETTLEMENT

Dispute of Interest between:

The New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers,

and

ROTHMANS TOBACCO COMPANY LIMITED, AHURIRI, NAPIER.

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 arrived at by the parties pursuant of Section 65 and Section 66 of the Industrial Relations Act 1973, for registration by the Arbitration Court as a collective agreement.

Dated at Wellington this 17th day of April 1985

AUTHORISED AGENT
FOR ROTHMANS TOBACCO COMPANY LIMITED

P. A. SKILTON
Whose address for service is PRIVATE BAG, NAPIER.

AUTHORISED AGENT
FOR THE NEW ZEALAND ENGINEERING, COACHBUILDING,
AIRCRAFT, MOTOR AND RELATED TRADES INDUSTRIAL UNION
OF WORKERS.

B. J. LANDERS
Whose address for service is P.O. Box 1645, TE ARO, WELLINGTON.

**VOLUNTARY COLLECTIVE AGREEMENT BETWEEN
ROTHMANS TOBACCO CO. LTD AND THE N.Z. ENGINEERING,
COACHBUILDING, AIRCRAFT, MOTOR AND RELATED TRADES
INDUSTRIAL UNION OF WORKERS**

1. INDUSTRY TO WHICH AGREEMENT APPLIES

This agreement shall cover members of the N.Z. Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers employed by Rothmans Tobacco Co Ltd under the terms of the New Zealand Factory Engineers and the New Zealand Engineers Draughtspersons Awards.

2. RELATIONSHIP TO CONCILIATED COLLECTIVE AGREEMENTS

The workers to be covered by this agreement shall continue to be bound by the terms of the Conciliated Awards governing their individual occupations except in the respect of the matters dealt with in the following clauses of this agreement.

3. WAGES

The rates of remuneration determined by this voluntary collective agreement are NOT to be increased by the application of the provisions of the

ECONOMIC STABILISATION (Cost of Living Allowance)
REGULATIONS 1984.

(a) The basic rates of wages shall be:

(i) **FACTORY ENGINEERS**

Factory Engineers	\$6.845c/hr	= \$273.80/wk
Fitters Mate	\$5.863c/hr	= \$234.52/wk
Metal Workers Assistant	\$5.64 c/hr	= \$225.60/wk

(ii) **ENGINEERING DRAUGHTSPERSON**

Draughtsperson	\$7.19 c/hr	= \$287.60/wk
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(b) **QUALIFICATIONS**

In addition to the rates set out in subclause (a) of this clause, the following payments shall apply:

Indentureship	=	22.5c/hr
Trade Certificate	=	27.5c/hr
Advanced Trade Certificate	=	27.5c/hr

(c) **ROTHMANS CRAFTMAN'S ALLOWANCE**

The Company will apply a separate allowance of 17.4 cents per hour (in addition to the rates prescribed in Clause 3), to tradespersons who have obtained a high degree of specialised tobacco industry skills. The definition of specialised tobacco industry skills means:

1. Work considered by management to be of a tool making content and performed by tradespersons who have served a minimum of twelve months current continuous service with the Company.

2. Where a sectionman has acquired a high degree of skill and experience on both cigarette making, packing and ancillary machines. To qualify, a Sectionman who is fully competent in the maintenance, servicing and trouble shooting of one type of machine (that is, making or packing machines) will be required to serve up to a maximum of 18 months continuous service the other type of machine.

On completion of a further one months service after experience has been gained servicing/maintaining and trouble shooting a combination of making and packing machines, a Sectionman will be eligible for this allowance.

However, individual Sectionmen who, in the Company's opinion meet the above criteria in this clause prior to the time limit prescribed, will be eligible for the Rothmans Craftsman's Allowance.

(d) **SERVICE ALLOWANCE**

After one year's current continuous service with the same employer an adult worker shall be paid an allowance of: **19.8 cents per hour**. After two year's current continuous service with the same employer, an adult worker shall be paid a further 4.8 cents per hour making a total of **24.6 cents per hour**. After three years current continuous service with the same employer, an adult worker shall be paid a further 4.8 cents per hour making a total of **29.4 cents per hour**. After four years current continuous service with the same employer, an adult worker shall be paid a further 4.8 cents per hour making a total allowance of **34.2 cents per hour**. After five years current continuous service with the same employer, an adult worker shall be paid a further 4.9

cents per hour making a total allowance of **39.1 cents per hour**. After six years current continuous service with the same employer, an adult worker shall be paid a further 4.8 cents per hour, making a total of **43.9 cents per hour**.

4. **SPECIAL PAYMENTS**

(a) Workers covered by the N.Z. Engineers Draughtmens Award shall be paid the special payments provided in that agreement except as varied by clauses 4 (b) nos. (i) and (ii) of this agreement.

(b) Factory Engineers shall receive the following **special payments**:

(i) A special payment of 33 cents per hour shall be paid for all work carried out in the Upper and Lower plant rooms and the dust room where the duration of work is of one hour or more.

(ii) A special payment of 55 cents per hour shall be paid for all work carried out inside cyclones, dryers or conditioners.

(c) **WELDING**

As in the N.Z. Factory Engineers Award with the rate of 75 cents for less than four hours and \$1.13 cents for more than four hours per day.

(d) **INDUSTRY ALLOWANCE**

In addition to the foregoing allowances a rate of 22 cents per hour shall be payable to Factory Engineers employed at Rothmans Tobacco Co Ltd in full satisfaction and discharge of all other special allowances previously payable for dirty work, confined space, height, tobacco dust, humidity, or in respect of any other conditions whatsoever pertaining in this industry.

5. **MEAL ALLOWANCE**

A Meal Allowance of \$3.64 per meal shall be paid as per the conditions applying in clause 13 of the N.Z. Factory Engineers Award.

6. **TOOLS**

A Tool Allowance of 15 cents per hour shall be paid to Factory Engineers who supply their own tools in accordance with the provisions of the N.Z. Factory Engineers Award.

7. **OVERALLS**

All workers shall be supplied with suitable types of clothing and/or overalls. The worker shall be responsible for the laundering of the clothing and/or overalls which shall be kept in a reasonable state of repair by the worker. A laundry allowance of \$1.34 cents per week shall be paid except where the employer has made provisions for the laundering of the clothing. All Company issued clothing and overalls will remain the property of the employer. Any worker issued with protective clothing or overalls shall hand in such issue on requesting a replacement or on the termination of his employment or at such other times as the employer may require.

8. **SAFETY FOOTWEAR**

Workers who supply themselves with and regularly wear leather steel capped boots or shoes shall be paid \$1.24 cents per week as a contribution towards the cost of the footwear.

9. **SAFETY GLASSES**

Where workers normally wear glasses with prescription lenses at work, the Company will provide, where required by the worker, a suitable safety frame and will pay for the hardening of lenses. Should a worker's glasses be damaged in the course of his work, the Company will pay for the replacement of the glasses.

10. **BEREAVEMENT LEAVE**

A worker shall be entitled to a maximum of three days leave without loss of pay on each occasion and on production of the satisfactory evidence of the death of a worker's spouse, mother, father, brother, sister, child, parents-in-law, grandparents or grandchildren.

11. **ANNUAL SERVICE LEAVE**

Upon completion of seven years current continuous service with the Company each worker shall, at the end of the seventh and subsequent year, be entitled to an annual holiday of four weeks. The fourth weeks holiday may be taken in conjunction with or separately from the first three weeks holiday as the Company may decide and in a manner agreed upon between the Company and the worker. Shift workers working an alternating shift will be eligible for five weeks annual holiday upon the completion of seven years current continuous service with the Company.

12. **JURY SERVICE**

Where a worker is obliged to undertake Jury Service the difference between the total daily allowance paid by the Court and the worker's basic daily wage, that is 8 hours pay, shall be made up by the Company. This difference shall be made up for a maximum of five days in respect of each separate period of Jury Service.

13. **PERSONAL GRIEVANCES AND DISPUTES**

The parties agree that they will attempt to resolve all disputes and grievances by use of the standard procedures as provided for from time to time in Sections 116 and 117 of the Industrial Relations Act 1973 and its amendments.

14. **DEDUCTION OF UNION SUBSCRIPTIONS**

With the written consent of the worker, the employer shall deduct Union dues for all workers covered by this agreement who have been in his

employment for two weeks and shall remit them to the District Office of the Union at regular intervals. The manner of deduction and of remittance shall be determined by agreement between the District Secretary of the Union and the employer. When the employer starts to deduct the Union Fees from new workers, he shall forward the workers name and address to the District Secretary of the Union. Provided, however, that this clause shall be limited to union members so long only as union membership remains voluntary.

15. **TERMS OF AGREEMENT**

The rates of remuneration in this agreement shall take effect from 11th January 1985. All other terms shall come into force on the date hereof; and this agreement shall remain in force until the 10th October 1985.

For Rothmans Tobacco Company Limited,
Private Bag,
NAPIER.
P. A. SKILTON
AUTHORISED AGENT

For the N.Z. Engineering, Coachbuilding, Aircraft, Motor and Related
Trades Industrial Union of Workers.

B. J. LANDERS
AUTHORISED AGENT

Whose address for service is:
P.O. Box 6145,
Te Aro,
WELLINGTON

DATED this 17th day of April 1985.

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 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 nine months from the date of registration.

(L.S.)

D. S. CASTLE
JUDGE