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**NEW ZEALAND CO-OPERATIVE DAIRY
COMPANY LTD, ENGINEERING
EMPLOYEES — COLLECTIVE
AGREEMENT (VOLUNTARY)**

Dated 23/4/85

Note: See clause 19 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 New Zealand Co-operative Dairy Company Limited Engineering Employees Dispute of Interest between The New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers (Hamilton) and the New Zealand Co-Operative Dairy 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 23rd day of April 1985.

(L.S.)

D. S. Castle, 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 New Zealand Co-operative Dairy Company Limited Engineering Employees Dispute of Interest between The New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers (Hamilton Branch) and The New Zealand Co-operative Dairy Company Limited.

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 and 66 of the Industrial Relations Act 1973 for registration by the Court of Arbitration as a Collective Agreement.

Dated at Hamilton this 10th day of April 1985.

Signed for and on behalf of: N. Z. Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers (Hamilton Branch):

R. Savage, as Agent.

The New Zealand Co-operative Dairy Company Limited:

C. Pentecost, Authorised Agent.

In the matter of the Industrial Relations Act 1973 and in the matter of the dispute of interest between the New Zealand Co-operative Dairy Company Limited and the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers (Hamilton Branch).

This agreement covers members of the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers employed by the New Zealand Co-operative Dairy Company Limited.

In lieu of the relevant provisions of the New Zealand Motor Trades, N.Z. Factory Engineers, N.Z. Metal Trades and N.Z. Dairy Factories Employees Award, it is mutually agreed by the New Zealand Engineers Union and the New Zealand Co-operative Dairy Company Limited that the following provisions shall apply:

WAGES

1. The Minimum weekly rates shall be as follows:

(a) A Fitter, Mechanic, Sheetmetal Worker ..	\$307.48
(b) A Tradesman's Assistant	\$262.32
(c) A Metal Worker's Assistant	\$239.48

Any worker employed as a Tradesman's Assistant on the date of this Agreement coming into force shall not have his rate reduced to that of a Metal Worker's Assistant.

Provided that for a worker with not less than three months service with the Company and who has proven to the satisfaction of the employer he has the ability to service and maintain required plant and equipment the minimum weekly rates shall be as follows:

(a) A Fitter, Mechanic, Sheetmetal Worker ..	\$320.56
(b) A Tradesman's Assistant	\$273.48
(c) A Metal Worker's Assistant	\$249.64

QUALIFICATION PAYMENTS

2. (i) The basic hourly rate of a worker who has completed a recognised apprenticeship to any of the branches of the trade covered by this Agreement shall be increased by 20.0 cents per hour. The basic hourly rate of a worker holding a Trade Certificate in any of the trades covered by this Agreement shall be increased by 23.0 cents per hour.

(ii) The basic hourly rate of a worker holding an advanced Trade Certificate in any of the trades covered by this Agreement shall be increased by 23.0 cents per hour.

(iii) A worker holding a limited Electrical Certificate shall be paid a weekly allowance of \$4.28.

(iv) The basic hourly rate of a worker holding N.Z.C.E. in a relevant discipline or trade covered by this Agreement shall be increased by 57.8 cents per hour.

The basic hourly rate of a worker holding N.Z.C.E. Intermediate in a relevant discipline or trade covered by this Agreement shall be increased by 28.9 cents per hour.

SERVICE ALLOWANCE

3. Subject to the completion of the following periods of current continuous service with the same employer or within the engineering trades of the Dairy Industry, a worker shall be paid:

After 1 year a total of 19.8 cents/hour
After 2 years a total of 24.6 cents/hour
After 3 years a total of 29.4 cents/hour
After 4 years a total of 34.2 cents/hour
After 5 years a total of 39.1 cents/hour
After 6 years a total of 43.9 cents/hour

The above rates are not cumulative.

MEAL ALLOWANCE

4. As per Factory Engineers Award.

FOOTWEAR ALLOWANCE

5. Where the worker supplies himself with, and wears approved safety footwear, he shall be paid \$3.00 per week as a contribution towards the cost of footwear.

FOREMAN

6. A worker who is designated as a Foreman shall be paid a premium of 12 per cent in addition to that workers basic hourly rate, qualification and service allowance.

LEADING HAND PAYMENT

7. (i) Where a worker is specifically designated by the employer as a Leading Hand, he shall be paid 27.9 cents per hour in addition to the rates in Clauses 1, 2 and 3 of this Agreement.

(ii) Where a worker is employed as the sole tradesman at any factory or department, he shall be paid an allowance of 13.7 cents per hour in addition to the rates in Clauses 1, 2 and 3 of this Agreement.

HOURS OF WORK

8. The normal hours of work shall be eight hours by arrangement with the Management and workers, between the hours of 7.00 a.m. and 5.00 p.m. from Monday to Friday, except as provided in Clause 9.

SEVEN DAY ROSTER WORKERS

9. (i) Workers employed to work a '6 on' and '2 off' roster shall work the roster and be paid as provided in Appendix 1 of this Agreement.

(ii) Where a worker is called back on his day off to work a full 8 hours, he shall be paid time and a half for the first 3 hours and double time thereafter. Provided that where a worker is called in after normal starting time on a day off, he shall be paid by the provisions of Clause 10 and 12 below.

CALL OUT

10. Where by arrangement between the Management and workers a call out system is operated, workers shall be paid \$8.50 per call out.

STANDY BY

11. (i) Where by agreement between the Management and workers, workers are rostered to stand by to return to work if necessary for plant maintenance after their normal hours of work, they shall be paid \$7.00 per day from Monday to Friday and \$14.00 per day on Saturday, Sunday and Statutory Holidays for the time they are rostered to stand-by. No worker shall qualify for both call-out and stand-by payments on the same day.

(ii) In addition to the allowances in Sub-clause (i) of this Clause, an allowance of \$7.00 shall be paid to a worker who is required to be on call for 24 hours on his designated day off.

(iii) Any worker employed on Monday to Friday basis required to be on stand-by on a Statutory Holiday shall receive one extra day's pay in addition to his normal weekly wages plus ordinary time for time worked between 7.00 a.m. and 3.30 p.m. and double time thereafter.

MINIMUM PAYMENT

12. Any worker called back outside of his normal hours, except as provided for under Clause 9, shall be paid for the time worked at double time rates with a minimum payment of 3 hours. For the purpose of this minimum, more than one call completed within two consecutive hours shall be deemed to be one call.

TOOL ALLOWANCE

13. Where a worker is required to provide his own tools, he shall be paid a tool allowance of 16.1 cents per hour.

LIVING AWAY ALLOWANCE

14. A worker who is required to live away from home as a result of working away from his normal place of work shall be paid an allowance of \$5.35 for each night away.

INDUSTRIAL ALLOWANCE

15. A payment of 17.1 cents per hour in addition to the rates prescribed herein shall be made in lieu of all allowances payable under the Second Table of the appropriate Award, excepting for the following allowances which shall be paid as prescribed as follows:

- (i) Factory Engineers' Award
 - (a) Section 2.
 - (b) Section 4(b).
 - (c) Section 6.
 - (d) Sections 8(b) and 8(c).
 - (e) Section 17.
- (ii) Metal Trades Award
 - (a) Section 5.
 - (b) Section 7.
 - (c) Section 8.
 - (d) Sections 10(2) and 10(3).
 - (e) Section 20.
- (iii) Motor Trades Award
 - (a) Section 5.

CLOTHING

16. Where it is required for a worker to work outside in cold and/or wet conditions he shall be provided with a Swanee/Swandri.

APPENDIX I

ROSTER AND PAID HOURS FOR 7 DAY ROSTERED ENGINEERS

6/2 Roster over 8 week Cycle.

	S	M	T	W	T	F	S	TOTAL PAID HOURS
1	X	X	8	8	8	8	14	46
2	16	X	X	8	8	8	14	54
3	16	8	X	X	8	8	14	54
4	16	8	8	X	X	8	14	54
5	16	8	8	8	X	X	14	54
6	16	8	8	8	8	X	X	48
7	16	8	8	8	8	14	X	62
8	X	8	8	8	8	8	14	54
								426

This roster is to operate for a 42 week period each season. Where a factory's manufacturing season is less than 42 weeks, workers may stay on the roster for a full 42 weeks unless it is requested by both workers and management to shorten the period of 42 weeks.

STOP-WORK MEETINGS

17. The Union may hold up to two stop-work meetings per year of workers employed under this Agreement, such meetings to be of no longer duration than 2 hours, provided that such meetings shall be arranged at a place on a day and at a time as are agreed between the Union and the employer, and provided further that the Union shall give at least one week's notice of its intention to hold such a meeting. Such meetings shall be restricted to Union members domiciled within a 15 mile radius of the meeting place or such other radius as may be agreed upon from time to time by the Union and the employer. No rateable deduction shall be made for up to 3 hours including travelling time to or from the meeting.

EXCLUSION OF THE ECONOMIC STABILISATION (COST OF LIVING INCREASE) REGULATIONS 1984

18. The rates of remuneration determined by this Agreement are not to be increased by the application of the provisions of the Economic Stabilisation (Cost of Living Increase) Regulations 1984.

TERM OF AGREEMENT

19. This Agreement shall be deemed to have come into force on 9 December, 1984 and shall have effect until 8 December 1985.

Signed for and on behalf of the New Zealand Co-operative Dairy Company Limited:

C. Pentecost, Authorised Agent.

Signed for and on behalf of the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers (Hamilton Branch):

R. Savage, as Agent.

Dated at Hamilton this 10th 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.