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“The attention of all persons affected by this document is drawn to the transitional provisions concerning union membership set forth in section 17 Industrial Relations Amendment Act 1985.”

**UPEC INDUSTRIES LIMITED METAL
TRADES EMPLOYEES — COLLECTIVE
AGREEMENT (VOLUNTARY)**

Dated 15/7/85

NOTE: See clause 17 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 Metal Trades Employees Dispute of Interest between UPEC Industries Limited and the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers.

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 15th day of July 1985

(L.S.)

D. D. FINNIGAN
JUDGE

SECTION 65(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 UPEC Industries Ltd., Metal Trades Employees Dispute of Interest.

BETWEEN UPEC Industries Ltd.,

AND the New Zealand Engineering, Coachbuilding, Aircraft, Motor & Related Trades' Industrial Union of Workers.

TO: The Registrar,
Arbitration Court,
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 28th day of May 1985.

SIGNED FOR AND ON BEHALF OF:

UPEC Industries Limited

S. SAVILL
PRODUCTION MANAGER

SIGNED FOR AND ON BEHALF OF:

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

P. DENNY
AUTHORISED AGENT

J. BUTTERWORTH
AUCKLAND DISTRICT SECRETARY

**TERMS OF AGREEMENT UNDER SECTION 65
UPEC INDUSTRIES LTD, AUCKLAND FACTORY,
METAL TRADES WORKERS COLLECTIVE AGREEMENT**

ARRANGEMENT OF AGREEMENT

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SCHEDULE**1. INDUSTRY TO WHICH AGREEMENT APPLIES**

This agreement shall apply to members of the NZ Engineering, Coach Building, Aircraft, Motor and Related Trades Industrial Union of Workers employed by UPEC Industries Limited, Auckland, at the Patiki Road, Auckland site of this Company.

2. RATES OF WAGES

In lieu of Clause 25 of the NZ Metal Trades Award, the following minimum hourly rates of wages shall be payable:

(A) HOURLY RATES

Classification	Per Hour \$
Fitters (Tradesmen)	7.016
Setters/8000 hrs Level 3	7.016
Setters/Chargehands Level 2	6.695
Quality Control Inspectors	6.468
Senior Operators	6.325
Operators Grade II	5.961
Operators Grade I	5.803

(B) SERVICE ALLOWANCES

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| (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: | 0.15 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: | 0.225 per hour |
| (iii) After two years continuous service 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: | 0.279 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: | 0.322 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: | 0.365 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: | 0.408 per hour |

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| (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: | 0.44 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: | 0.473 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: | 0.505 per hour |
| (x) After nine 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: | 0.53 per hour |
| (xi) After ten years continuous service 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: | 0.56 per hour |

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

3. **TRADES ALLOWANCE**

(Fitters classification)

\$0.80 per hour

4. **IN CHARGE ALLOWANCE**

Clause 28 of the Metal Trades Award shall apply with the exception that the In Charge Payment shall be \$0.31 per hour whilst so employed.

This payment shall not form part of the ordinary rate for the purpose of calculating overtime.

5. **SHIFT WORK**

The provisions of Clause 9 of the current NZ Metal Trades Award shall apply with the following exceptions:

(a) A shift allowance of \$3.89 per shift shall be paid to all rotating shift workers.

(b) A single meal money will be paid to those shift workers in the Film Extrusion Department who are required to take their breaks within the Department.

(c) As per Clause 9.3.5 of the present award workers involved in plastics extrusion will remain on duty until relieved provided that any such worker will be relieved within two hours if he so requests.

(d) If the worker completes more than two hours overtime and up to four hours replacing another shift worker then he/she will receive ½ a shift allowance as well as normal penal rates.

(e) If no relief is available and said worker continues for a complete second shift of eight hours then he/she will receive a further shift payment as well as normal penal rates.

(f) No process worker will be called at home between the hours of 10.00 pm and 6.00 am except by his prior consent, notified to his supervisor through the production log book system.

(g) An additional payment of \$3.37 shall be paid for each shift worked on Saturday or Sunday. This payment is a reimbursement of the transport costs incurred on those days.

6. **ROSTERED CALL OUT**

(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 \$32.25 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 for each call out 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) When a worker is "called out" he/she shall be paid a minimum payment of three hours at double time.

(e) If a worker is called out before he/she has had nine continuous hours off duty, then he/she shall be entitled to nine further hours off duty following the completion of the call out without loss of ordinary time earnings.

(f) If a worker is called back, having completed nine continuous hours off duty, then he/she shall be entitled to three further hours off duty following the completion of the call out without loss of ordinary time earnings.

(g) A worker called in to work overtime within two hours of his regular starting time shall be deemed not to be working a call out but will continue with his normal work on completion of said period.

(h) Abuse of the call out system may lead to disciplinary action.

(i) This clause applies only to those workers on rostered call out.

(j) The payment of \$32.25 is in recognition of all expenses and inconvenience imposed upon workers due to the necessity to perform "call out" work.

7. **MEAL ALLOWANCE**

Where provision is made for the payment of a meal allowance it shall be at the rate of \$5.00 per meal.

8. **FORK HOIST ALLOWANCE**

(a) Designated drivers from Metal Trades will be paid \$10.00 per week.

(b) These drivers must first have taken instruction in the driving of a Fork Truck by an approved instructor, have completed a one month probation period in fork truck driving and sat and passed the Company test for fork truck drivers.

(c) Failure to comply with Company safety requirement while driving a Fork Truck may result in, suspension from fork truck driving or disciplinary action.

9. **SICK LEAVE**

The provisions of Clause 19 of the current Metal Trades Award shall apply with the exception that the annual entitlement shall be seven days.

10. **BEREAVEMENT LEAVE**

An employee shall be entitled to a maximum four days leave without loss of pay on each occasion and on the production of satisfactory evidence of the death in New Zealand of the employee's husband, wife, father, mother, brother, sister, child, mother-in-law, father-in-law or grandparents.

11. **STATUTORY HOLIDAYS**

A worker required to work a statutory holiday shall be able to choose to either:

(a) Take eight hours pay in lieu of that holiday as well as be paid double time for working that day. or

(b) Work the statutory holiday at double time rates only and take a day off to be agreed between the worker and his supervisor and receive eight hours pay for said day off.

12. **STOP WORK MEETINGS**

The provisions of Clause 63 of the current Metal Trades Award shall apply with the exception that the worker shall be entitled to a total of eight hours leave for the purpose of attending such meetings without loss of ordinary pay.

13. **TIME OFF FOR UNION DELEGATES**

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.

14. **NEW TECHNOLOGY**

(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.

15. **RELATIONSHIP OF METAL TRADES AWARD
WITH THIS AGREEMENT**

All other matters not covered by this agreement shall be in accordance with the provisions of the current NZ Metal Trades Award.

16. **EXCLUSION OF ECONOMIC STABILISATION (COST OF LIVING
ALLOWANCE) REGULATIONS 1984**

The rates of remuneration determined by this collective agreement are not to be increased by the application of the Economic Stabilisation (Cost of Living Allowance) Regulations 1984.

17. **TERM OF AGREEMENT**

This agreement shall be deemed to come into force on 17th December 1984 and shall remain in force until 10th October 1985.

SIGNED for and on behalf of the New Zealand Engineering, Coach Building, Aircraft, Motor and Related Trades Industrial Union of Workers

P. Denny
AUTHORISED AGENT

J. BUTTERWORTH
AUCKLAND DISTRICT SECRETARY

SIGNED for and on behalf of UPEC Industries Limited

S. SAVILL
PRODUCTION MANAGER

DATED this 28th day of May 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. D. FINNIGAN
JUDGE

NOTE: This agreement was previously known as the UPEC Industries Limited Auckland Factory Engineering Workers — Collective Agreement Voluntary last registered on 27.4.82, B.A. 1982, page 5359.