Please post in a conspicuous place accessible to workers

"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."

N.Z. STARCH PRODUCTS LIMITED STATIONARY ENGINE DRIVERS — COLLECTIVE AGREEMENT (VOLUNTARY)

Dated 25/9/86

NOTE: See clause 21 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 NZ Starch Products Limited Stationary Engine Drivers Dispute of Interest between the NZ Starch Products Limited and the NZ Engine Drivers, Firemen, Greasers and Assistants 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 25th day of September 1986.

(L.S.)

N. P. WILLIAMSON JUDGE

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 of N.Z. STARCH PRODUCTS LIMITED Collective Agreement

BETWEEN N.Z. STARCH PRODUCTS LIMITED

AND the N.Z. ENGINE DRIVERS, FIREMEN, GREASERS AND ASSISTANTS 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 16th day of September, 1986.

Signed for and on behalf of

N.Z. STARCH PRODUCTS LTD

(E. R. CUTLER) Production Manager

Signed for and on behalf of

THE N.Z. ENGINE DRIVERS, FIREMEN, GREASERS AND ASSISTANTS INDUSTRIAL UNION OF WORKERS

(D. SOUTHWOOD) Secretary (V. L. MORROW) President

COLLECTIVE AGREEMENT BETWEEN N.Z. STARCH PRODUCTS LTD AND N.Z. ENGINE DRIVERS, BOILER ATTENDANTS FIREMEN AND GREASERS UNION

1. WAGE RATES

\$ per hour

	JOB RATE	QUALIFICATION PAYMENT		MERIT PAYMENT	TOTAL
FIRST CLASS	8.283	.30	5.853	1.051	9.634
SECOND CLASS	8.022	.30	8.322	1.051	9.373
BOILER ATTENDANT	7.620	.14	7.760	1.051	8.811

NOTE:

- (a) The above merit payments apply to fully experienced personnel operating the present Boiler Station, for non operational attendants and greasers the merit payment will be .310.
- (b) In the special case of Don McLeod the merit payment will be .370, the anomaly will be corrected when he becomes fully operational.
- (c) Merit payment also covers Dirt Money and other incidentals.

2. SERVICE ALLOWANCE

As per Award.

3. SHIFT ALLOWANCE

A shift allowance of \$6.63 shall be paid for each shift worked. Where a shift operator covers the absence of another, the shift allowance for the shift being covered shall be divided between the operators covering that shift. In no case shall the total shift allowance for the day exceed \$19.89.

4. MEAL ALLOWANCE

As per Award.

5. HOURS OF WORK

When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that workers have at least **nine consecutive hours** off duty between the work of successive shifts. A worker who works so much overtime between the termination of his ordinary work on one day and the commencement of his work on the next day that he had not had at least nine

consecutive hours off duty between these times, shall, subject to this subclause, be released after completion of such overtime until he has had nine consecutive hours off duty without loss of pay for ordinary working time, occurring during such absence.

If on the instructions of his employer, such a worker resumes or continues work without having had such nine consecutive hours off duty, he shall be paid at double rates until he is released from duty for such period, and he shall then be entitled to be absent until he has had nine consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

6. TRAVEL REIMBURSING ALLOWANCE

All workers required to start or cease work between the hours of 10.00 pm and 7.00 am shall be paid a travelling reimbursing allowance of one hours pay at ordinary rates. This clause shall not apply where a worker is reasonably able to use public transport or where the worker lives less than 800 metres from his place of work. If the conveyance is provided free of charge for the workers by the employer, he shall not be entitled to payment of travelling reimbursing allowance under this clause.

7. ANNUAL HOLIDAYS

Upon the completion of 6 years service with the same employer, each worker shall for the SIXTH and subsequent years be entitled to an annual holiday of four weeks.

8. CLOTHING

Workers shall be supplied by the Company as soon as possible after commencement of their employment, with a choice of 2 pairs of overalls or 2 pairs of work trousers and shirts annually or more as is necessary. Such clothing shall remain the property of the Company.

9. CRIB TIME

Crib allowance shall be ½ hour at ordinary rates extra.

10. CHANGEOVER PAYMENT

30 minutes per shift and shall be ½ hour at ordinary rates extra.

11. SICK PAY

As per Award.

"Sick pay shall accumulate to a maximum of 45 days by carrying forward from one year to another any unused sick pay up to 40 days."

12. **JOB DELEGATE**

Any time spent, with the Employers consent, on Union business during working hours shall be allowed without loss of normal earnings provided the job is covered and production is normal.

13. TECHNOLOGICAL CHANGE

In the event of there being a change or changes that the Company and Union consider would substantially effect a member or members of the Union the Company undertakes to communicate and discuss that change.

14. CHEMICAL ALLOWANCE

An allowance of \$2.00 per shift will be paid to cover all aspects of chemical work associated with the Boilers.

15. SOLE CHARGE PAYMENT

\$.159 per hour will be paid except where the Manager is appropriately qualified and is in attendance in the undertaking or reasonably available for advice and consultation.

16. **REGISTRATION PAYMENT**

This item will be pursued through the Employers Association.

17. STEAM FOR PRODUCTION START-UP

- (a) Full steam would be ready for production start up at the normal time each week.
- (b) The duty of charging the water softener is the cause of considerable dispute and difference between personnel on the job as well as with the Company. The solution agreed to on Friday 31/1/86 is not working out and following a request from the Union delegate an alternative arrangement has been worked out.

Each engine Driver in his correct turn will carry out the water softener duty prior to his starting up the Boiler for the commencement of the week's operation.

The duty can be carried out at any time between the shut down of the boiler at the end of the week and the start up at the beginning of the week. This will give the maximum opportunity for the duty to be accommodated.

The Company undertakes to examine equipment etc. which will permit the water softening to be done during the week as part of normal operation and while the boiler is operating hence eliminating this undesirable duty.

18. EXTENDED HOURS OF OPERATION

It was agreed to work extended hours along similar lines to Process Personnel, however there would be no occasional hours worked at short notice after the normal Friday finishing time. Also there would be no working during Statutory Holidays at this stage.

19. PREVIOUS CLAIM

The completion of this agreement would enable future agreements to be undertaken from a "clean sheet" and that there would be mutual endeavour to improve working relationships.

20. MATTERS NOT PROVIDED

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 shall apply.

21. TERM OF AGREEMENT

This agreement shall be deemed to have come into force on the 10th day of November 1985 and shall continue in force until the 9th day of November 1986.

Signed for and on behalf of

N.Z. STARCH PRODUCTS LTD

(E. R. CUTLER) Production Manager

Signed for and on behalf of

N.Z. ENGINE DRIVERS, BOILER ATTENDANTS, FIREMEN AND GREASERS UNION

(D. SOUTHWOOD) Secretary (V. L. MORROW) President

Dated 16th September 1986.

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.

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