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**NESTLE COMPANY (N.Z.) LIMITED
STATIONARY ENGINE
DRIVERS – COLLECTIVE AGREEMENT
(VOLUNTARY)**

Dated 12/8/86

NOTE: See clause 11 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 Nestle New Zealand Limited Stationary Engine Drivers Dispute of Interest;

between Nestle New Zealand Limited and the New Zealand 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 12th day of August 1986.

(L.S.)

D. S. CASTLE
JUDGE

Section 65(66)

Regulation 9(4)

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 employed at Nestle New Zealand Limited

BETWEEN Nestle New Zealand Limited

AND the New Zealand Engine Drivers, Firemen, Greasers and Assistants' Industrial Union of Workers

TO The Registrar
Arbitration Court of NZ
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 22nd day of April 1986

SIGNED FOR AND ON BEHALF OF

Nestle New Zealand Limited

M. A. Kamphorst, Personnel/Industrial Relations Manager.

SIGNED FOR AND ON BEHALF OF

The NZ Engine Drivers, Firemen, Greasers & Assistants Industrial Union
of Workers (Auckland Branch)

K. S. Andersen, Auckland Branch Secretary.

NESTLE' NEW ZEALAND LIMITED**FOR
ENGINE DRIVER EMPLOYEES**

Between: Nestle New Zealand Limited
and

New Zealand Engine Drivers, Firemen, Greasers and Assistants Industrial
Union of Workers.

Voluntary Settlement

Following re-negotiation of the Voluntary Settlement which expired on 1st
January 1986, settlement has been reached between Nestle New Zealand
Limited and the New Zealand Engine Drivers, Firemen, Greasers and
Assistants Industrial Union of Workers.

ARRANGEMENT OF AGREEMENT**Clause
Number****Title**

1. Wages
2. Work Payments
3. Service Allowance
4. Hours of Work
5. Complexity and Flexibility Allowance
6. Overtime
7. Meal Money
8. Protective Clothing
9. Changeover Time
10. Crib Time
11. Term of Agreement
12. Exclusion of Remuneration
13. Matters not Provided For

1.

WAGES

(a) An employee holding a First Class Engine Drivers Certificate shall
receive a basic hourly rate of 869.8 cents per hour plus a qualification
payment of 40 cents per hour, making in all an hourly rate of 909.8 cents per
hour.

(b) An employee holding a Second Class Engine Drivers Certificate shall
receive a basic hourly rate of 835.1 cents per hour plus a qualification
payment of 40 cents per hour, making in all an hourly rate of 875.1 cents per
hour.

(c) Attendants who are required to attend the boilers which are fired by a
minimum of two alternative fuels, from any of the available fuel resources,
shall be paid 22.3 cents extra per hour in recognition for additional skill,
stress etc. associated with multifiring and new technology.

2.

WORK PAYMENTS (In lieu Allowance)

To compensate for, and instead of, all monetary and time related payments
as specified in clauses 27 (g), 30 (a to d), 31 (a to j) of the current New
Zealand Engine Drivers, Boiler Attendants, Firemen and Greasers Award and

for all other associated duties which have been the custom and practice for those employees to perform, even though those duties are not defined in the above mentioned award, employees engaged under the terms of the document shall be paid a flat payment of 49.6 cents extra per hour for every ACTUAL HOUR of work performed. This payment does NOT attract any penal payment, and is accepted to be INSTEAD OF any monetary payment previously recognised. This payment includes an allowance for chemical handling of water treatment.

3. SERVICE ALLOWANCES

To encourage long service, the Company shall make the following service payments on the following terms:

- (a) (i) On completion of three months current continuous service with the Company a worker shall receive an additional 22.2 cents per hour added to his rate.
- (ii) On completion of nine months current continuous service with the Company a worker shall receive an additional 22.2 cents per hour added to his rate making in all 44.4 cents.
- (b) (i) On completion of two years current continuous service, a worker shall have 1% of his basic rate added to his rate.
- (ii) On completion of three years current continuous service, a worker shall receive a further 1% of his basic rate, making in all 2% of his basic rate, added to his rate.
- (iii) On completion of four years current continuous service, a worker shall receive a further 1% of his basic rate, making in all 3% of his basic rate, added to his rate.
- (iv) On completion of five years current continuous service, a worker shall receive a further 1% of his basic rate, making in all 4% of his basic rate, added to his rate.
- (v) On completion of ten years current continuous service, a worker shall receive a further 1% of his basic rate, making in all 5% of his basic rate, added to his rate.
- (vi) On completion of fifteen years current continuous service, a worker shall receive a further 1% of his basic rate, making in all 6% of his basic rate, added to his rate.
- (vii) On completion of twenty years current continuous service, a worker shall receive a further 1% of his basic rate, making in all 7% of his basic rate, added to his rate.
- (c) The calculation of the service payments outlined in (b) above shall be made on the individuals "basic hourly rate". "The Basic Hourly Rate" for the purpose of this document is defined as the cumulative value of the individuals wage rate (clause 1 a & b), plus the service increments of 3 months and 9 months (clause 3 a).

Each of the payments and percentage increases shall be applied to the Ordinary time hourly rate and overtime rate. Such payments are to be INSTEAD OF and NOT in addition to the Engine Drivers, Boiler Attendants, Firemen and Greasers Award.

4. HOURS OF WORK

As provided in Clause 5 of the current New Zealand Engine Drivers, Boiler Attendants, Firemen, and Greasers Award, except that the Shift Allowance shall be \$6.35 per shift. Where a shift commences at or before midnight and finishes after midnight the shift allowance shall be \$7.63 per shift.

Where a worker is required to work a complete double shift on a consecutive basis, an appropriate shift allowance shall be paid. Where, however, two shiftworkers are required to extend their hours to cover the absence of another shiftworker, each shall be paid the appropriate pro rata shift allowance in addition to their normal entitlements.

5. **COMPLEXITY AND FLEXIBILITY ALLOWANCE**

This allowance recognises the increasing complexity of machinery in use at this factory and the consequent need for increased knowledge and flexibility. In addition, a component element of this allowance of 33 cents is in recognition of the Attendance/Industry Allowance paid by the Company to other employees. The Complexity and Flexibility Allowance of 67.6 cents per hour shall count in the calculation of all paid hours and in the calculation of overtime.

6. **OVERTIME**

As provided in Clause 6 of the current New Zealand Engine Drivers, Boiler Attendants, Firemen, and Greasers Award except Sub Clause (b) is amended to read:

“After eight hours’ work at ordinary rates, overtime rates shall be paid until the worker has had a break of one hour for every two hours worked, with a minimum break of NINE hours. This provision shall apply whether the period so worked falls wholly within one day or partly within one day and partly within the succeeding day”.

7. **MEAL MONEY**

As provided in Clause 9 of the current New Zealand Engine Drivers, Boiler Attendants, Firemen, and Greasers Award, except that on Sundays and Public Holidays the payment shall be an additional 31 cents per occasion.

8. **CLOTHING**

Employees shall be supplied by the Company, within one month of commencement of their employment, with a minimum of two pairs of overalls or two pairs of combination overalls annually, or more as is necessary. Where possible the employee’s preference shall be recognised but such overalls shall remain the property of the Company.

Where the overalls are not laundered by the employer a laundry allowance of \$3.21 per week will be paid.

Where the worker wears special safety footwear a footwear allowance of \$2.19 per week will be paid.

9. **CHANGEOVER TIME**

Fifteen minutes changeover time will be allowed per shift.

10. **CRIB TIME**

When a worker is required to stand by his plant during his meal break, he shall be paid for such time at ordinary rates extra in addition to the normal payment for the shift.

11. **TERM OF AGREEMENT**

The wage rates and provisions prescribed in this Agreement will be deemed to have come into effect as from the first day of the pay week on or after 1st January 1986.

This Agreement shall continue in force until 1st January 1987.

12. **EXCLUSION OF REMUNERATION**

All Economic Stabilisation (cost of living) Regulations 1984 increases and all previous General Wage Orders, Cost of Living Allowances have been incorporated into the rates of payment shown.

13. **MATTERS NOT PROVIDED FOR**

With the exception of the matters provided for specifically herein, the terms and conditions of the current New Zealand Engine Drivers, Boiler Attendants, Firemen, and Greasers Award shall apply for the term of this agreement.

Signed for and on behalf of

Nestle New Zealand Limited

M. A. Kamphorst, Personnel/Industrial Relations Manager.

Signed for and on behalf of

New Zealand Engine Drivers, Firemen, Greasers and Assistants Industrial Union of Workers

K. G. Andersen, Auckland Branch Secretary.

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 one year from the date of registration.

(L.S.)

D. S. CASTLE
JUDGE