

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.”

**FORMICA (N.Z.) LIMITED
STATIONARY ENGINE DRIVERS —
COLLECTIVE AGREEMENT
(VOLUNTARY)**

Dated 23/9/86

NOTE: See clause 8 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 Formica (NZ) Limited Employees Dispute of Interest between Formica (NZ) 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 23rd day of September 1986.

(L.S.)

D. D. FINNIGAN

JUDGE

Section 65

Form 5

Regulation 9(4)

UNDER THE INDUSTRIAL RELATIONS ACT 1973SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

IN THE MATTER of the Industrial Relations Act 1973

AND IN THE MATTER of the Formica (N.Z.) Limited Employees' Dispute of Interest

BETWEEN Formica (N.Z.) Limited

AND the New Zealand 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 10th day of February 1986

SIGNED FOR AND ON BEHALF OF:

Formica (N.Z.) Limited

C. K. Holmes
Authorised Agent

SIGNED FOR AND ON BEHALF OF:

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

K. G. Andersen, Secretary
V. L. Morrow

**STATIONARY ENGINE DRIVERS OF FORMICA (N.Z.) LIMITED
COLLECTIVE AGREEMENT**

1. MATTERS NOT PROVIDED FOR

With the exception of the matters provided for specifically herein the terms and conditions of the N.Z. Engine Drivers, Boiler Attendants, Firemen and Greasers Award dated 1986 shall apply for the term of this Agreement.

2. WAGES

- (a) 2nd Class Engine Driver Rate \$8.22 per hr
Certificate Payment .30 c.p.h.
- (b) Boiler Attendant Rate \$7.74 c.p.h.
Certificate Payment .14 c.p.h.

2. SERVICE PAY

Service Pay on the following basis shall be paid to workers under this Agreement

For service exceeding six months	12 cents per hour
For service exceeding one year	22 cents per hour
For service exceeding two years	28 cents per hour
For service exceeding three years	31 cents per hour
For service exceeding four years	36 cents per hour
For service exceeding five years	40 cents per hour
For service exceeding six years	44 cents per hour
For service exceeding seven years	46 cents per hour
For service exceeding eight years	49 cents per hour
For service exceeding nine years	51 cents per hour
For service exceeding ten years	55 cents per hour
For service exceeding eleven years	59 cents per hour
For service exceeding twelve years	62 cents per hour
For service exceeding thirteen years	66 cents per hour
For service exceeding fourteen years	70 cents per hour
For service exceeding fifteen years	74 cents per hour

Service pay shall count for the calculation of overtime rates and holiday pay. Service now accrued shall qualify. Service must be continuous in the Company's employment.

If a worker leaves or is discharged and subsequently returns to the Company's employment, he commences afresh without Service Pay and his qualification runs from the date of his return.

4. SHIFT PAYMENTS

Shifts may be worked during any part of the day or night on any day of the week, and where shifts are rostered over 24 hours of the day or where any part of a shift falls outside the hours of 6.30 a.m. to 6.00 p.m., a shift rate of \$7.00 extra per shift shall be paid.

5. MEAL ALLOWANCES

(a) The employer shall either supply a suitable meal or allow meal money at the rate of \$5.00 per meal when workers are required to work more than one hour in excess of the ordinary hours of work prescribed. If a worker can get home for his meal and return during the meal break, meal money need not be paid to such worker.

(b) Where any worker, employed in an industry in which the ordinary 40 hours are worked from Monday to Friday, works four and a half hours on a Saturday, a Sunday, or a statutory holiday he shall be paid meal money at the rate of \$5.00 provided he continues working after the meal interval and provided further that he does not go home for a meal.

(c) A shift worker required to work at least an eight hour shift on his rostered day off shall be paid meal money at the rate of \$5.00 for that shift or be supplied with a suitable meal.

(d) When working protracted overtime hours, either a suitable meal shall be provided or meal money paid every four and a half hours that overtime continues, provided that workers are required to continue working after the meal interval, and provided further that the period of four and a half hours may be varied by agreement.

Reasonable meal intervals in such cases shall be paid for.

6. ANNUAL HOLIDAYS

(a) Annual holidays of three weeks shall be allowed in accordance with the Holidays Act 1981.

(b) Service holiday — upon the completion of five years current continuous service with the same employer, each worker shall for the fifth and subsequent years be entitled to an annual holiday of four weeks instead of three weeks paid as prescribed in subclause (a) of this clause. The fourth week's holiday may be taken in conjunction with or separately from the first three week's holiday as the employer may decide, and in a manner agreed upon between the employer and the worker.

(c) Shift holiday. In addition to the annual holidays provided in subclause (a) of this clause, and service holidays if applicable, shift workers regularly and continuously employed on afternoon shifts, night shifts, three rotating shifts, or alternating shifts shall be allowed one extra week's holiday upon completion of a year's service as a shift worker; the extra week may be allowed either in conjunction with, or separately from the holidays provided in subclause (a). The time at which the shift holiday is taken shall be fixed by the employer after consultation with the worker, and in fixing that time, work requirements and the opportunities for rest and recreation available to the worker shall be taken into account. Any worker who is regularly and continuously employed for over one month and less than 12 months on afternoon shifts, night shifts, three rotating shifts, or alternating shifts shall be allowed a corresponding proportion of the extra week's holiday.

(d) Where a holiday is taken in more than one period the amount payable under this clause shall be divided proportionately. Where a holiday is allowed wholly or partly in advance of the date fixed by the employer as provided in subclause (a) of this clause, it shall be sufficient compliance with this clause for payment to be assessed on the percentage formula prescribed in subclause (e) of this clause subject to final adjustment and payment of any remainder after that date, provided that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday.

(e) Where the employment of any worker is terminated at the end of a period of employment which is not less than three weeks but less than one year, the employer shall forthwith pay to the worker, in addition to all other

amounts due to him, an amount equal to 6 per cent of his gross taxable earnings for the period of employment.

(f) Where it is customary for any employer to allow annual holidays to his workers or to any class of his workers during a period in each year when his premises are closed or the work of those workers is for any reason discontinued, and at the date of commencement of any such period any such worker has not become entitled to an annual holiday, then the worker shall not be entitled to any wages for three weeks following that date, but the employer shall before that date pay to him, in addition to all other amounts due to him, an amount equal to 6 per cent of his gross taxable earnings for the period of his employment up to that date, and the next year of his employment shall be deemed to commence on that date.

(g) Where a worker is entitled to an annual holiday of four weeks the provisions of subclauses (e) and (f) of this clause shall be modified to provide payment of an amount equal to 8 per cent of the worker's gross taxable earnings for the period of his employment.

7. **LONG SERVICE LEAVE**

(a) A worker shall be entitled to special holidays as follows:

- (i) One period of one week after the completion of 10 years service and before the completion of 15 years of current continuous service with the same employer.
 - (ii) One period of two weeks after the completion of 15 years and before the completion of 20 years of current continuous service with the same employer.
 - (iii) One period of three weeks after the completion of 20 years and before the completion of 30 years of current continuous service with the same employer.
 - (iv) One period of four weeks after the completion of 30 years and before the completion of 40 years of current continuous service with the same employer.
 - (v) One period of five weeks after the completion of 40 years current continuous service with the same employer.
- (b) Should a worker have completed 15 years of current continuous service with the same employer prior to the date of this agreement, he/she shall not be entitled to the special holiday provided in paragraph (i) of subclause (a) of this clause.

Should a worker have completed 20 years current continuous service with the same employer prior to the date of this agreement, he shall not be entitled to the special holiday provided in paragraph (i) or (ii) of subclause (a) of this clause.

Should a worker have completed 30 years of current continuous service with the same employer prior to the date of this agreement, he shall not be entitled to the special holiday provided in paragraph (i), (ii) or (iii) of subclause (a) of this clause.

Should a worker have completed 40 years of current continuous service with the same employer prior to the date of this agreement, he shall not be entitled to the special holiday provided in paragraph (i), (ii) or (iii) or (iv) of subclause (a) of this clause.

(c) All such special holidays provided for in subclause (a) of this clause shall be on average rates of pay as defined by the Holidays Act 1981 and may be taken in conjunction with the annual holiday or at such other time as may be agreed upon by the employer and the worker.

(d) If a worker entitled to such special holidays leaves his employment before such holidays have been taken he shall be paid in lieu thereof.

(e) The provisions of this clause shall not apply where an employer has in operation or brings into operation an alternative scheme for rewarding service which is not less favourable to the worker than the foregoing.

8. **TERM OF AGREEMENT**

This agreement shall have deemed to have come into force on the 11th day of November 1985 and shall remain in force until the 10th day of November 1986.

Signed for and on behalf of
Formica (N.Z.) Limited

C. K. Holmes

Signed for and on behalf of
The N.Z. Engine Drivers, Boiler Attendants, Firemen and Greasers
Industrial Union of Workers

V. L. Morrow, President
K. S. Andersen, Secretary

DATED AT AUCKLAND THIS 10TH DAY OF FEBRUARY 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.)

D. D. FINNIGAN
JUDGE