

Please post in a conspicuous place accessible to workers

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

Dated 21/5/87

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 N.Z. Starch Products Limited Stationary Engine Drivers Dispute of Interest between N.Z. Starch Products 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 21st day of May 1987.

(L.S.)

J. R. P. HORN
JUDGE

SEC 65 (66)

REG 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 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 19th day of FEBRUARY 1987.

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)—Organiser
(K. G. ANDERSEN)—Secretary
(V. L. MORROW)—President

**COLLECTIVE AGREEMENT BETWEEN N.Z. STARCH
PRODUCTS LTD AND N.Z. ENGINE DRIVERS, FIREMEN,
GREASERS AND ASSISTANTS INDUSTRIAL UNION OF
WORKERS**

WAGE RATES \$ per hour

	Job Rate	Qualification Payment	Sub Total	Merit Payment	Total
First Class	8.584	.642	9.226	1.125	10.351
Second Class	8.584	.321	8.905	1.125	10.03
Boiler Attendant	8.153	.15	8.303	1.125	9.428

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 .332.

b) In the special case of Don McLeod the merit payment will be .396, 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 \$7.09 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 \$21.28.

4. **MEAL ALLOWANCE**

A meal allowance of \$6.00 shall be paid in terms of the Award clause.

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 sub-clause, 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 house 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 for 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 earning 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, with the employees concerned and the Union prior to the introduction of any such change.

14. **CHEMICAL ALLOWANCE**

In order to recognize the total requirement of the chemical handling, water treatment and other duties related to these boilerhouse functions an overall payment of 31 cents per hour shall be paid.

15. **SOLE CHARGE PAYMENT**

An allowance of 30 cents per hour shall be paid where boilerhouse personnel operate in a sole charge position without being able to readily receive operational directions. It also recognises premiums associated with boilerhouse operations.

16. **REDUNDANCY**

A worker who is to be declared redundant shall receive not less than eight weeks notice prior to the termination of his employment. Any worker who leaves prior to the expiry date of the notice shall not be eligible to redundancy payment unless mutually agreed between the parties.

17. **STEAM FOR PRODUCTION START-UP**

Full steam would be ready for production start up at the normal time each week.

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. **ACCIDENTS**

Where a worker is injured in the course of his employment and is obliged to attend hospital or a doctor for treatment or subsequent treatment during working hours the employer shall provide transport to the hospital or doctor's surgery as the case may require.

20. **MATTERS NOT PROVIDED**

(1) With the exception of the matters provided for specifically herein the terms and conditions of the New Zealand Engine Drivers, Boiler Attendants, Firemen and Greasers Award dated 25 February 1986 shall apply for the term of the agreement.

(2) The parties agree to increase all allowances and condition payments provided for in the N.Z. Engine Drivers, Boiler Attendants, Firemen and Greasers award dated 25/2/86 by 7.0% effective from 10 November 1986 unless specifically provided for in this agreement.

21. **TERM OF AGREEMENT**

This agreement shall be deemed to have come into force on the 10th day of November 1986 and shall continue in force until the 9th day of November 1987.

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, FIREMEN,
GREASERS AND ASSISTANTS INDUSTRIAL UNION OF
WORKERS

D. SOUTHWOOD—Organiser
K. G. ANDERSEN—Secretary
V. L. MORROW—President

Dated 18th FEBRUARY 1987

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.

Section 17 of the Industrial Relations Amendment Act 1985, Transitional Provision in Respect of Unqualified Preference Provisions, says that every collective agreement or award subject to section 17, shall be deemed to contain a union membership clause in the same form as set out in section 98 of the Industrial Relation Act 1973. The union membership clause reads as follows:

“If any adult person (other than a person who holds a certificate of exemption from union membership issued under section 112o of the Industrial Relations Act 1973) who is not a member of a union of workers bound by this agreement is engaged or employed by any employer bound by this agreement, in any position or employment that is subject to the agreement, the person shall become a member of the union within 14 days after that person’s engagement or, as the case may require, after this clause comes into force, and shall remain a member of the union so long as that person continues in the position or employment.”

(L.S.)

J. R. P. HORN
JUDGE