

Please post in a conspicuous place accessible to workers

**STATIONARY ENGINE DRIVERS OF
FERMENTATION INDUSTRIES (N.Z.)
LIMITED—COLLECTIVE AGREEMENT
(VOLUNTARY)**

Dated 9/4/87

NOTE: See clause 7 herein for the date on which rates of wages come into force.

Under the Industrial Relations Act 1973

REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the Stationary Engine Drivers of Fermentation Industries (N.Z) Limited Dispute of Interest between Fermentation Industries (N.Z) 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 9th day of April 1987.

(L. S.)

D. D. FINNIGAN
JUDGE

SEC 65

FORM 5

REG 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 Stationary Engine Drivers employed at FERMENTATION INDUSTRIES (NZ) LIMITED, PONSONBY, AUCKLAND.

BETWEEN FERMENTATION INDUSTRIES (NZ) LTD, PONSONBY, AUCKLAND.

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 2nd day of March 1987.

Signed for and on behalf of **FERMENTATION INDUSTRIES (NZ) LTD, PONSONBY, AUCKLAND**

J. COMMISKIE, Manufacturing Manager

Signed for and on behalf of **THE N.Z. ENGINE DRIVERS, FIREMEN, GREASERS AND ASSISTANTS INDUSTRIAL UNION OF WORKERS**

K. G. ANDERSEN—Secretary

V. L. MORROW—President

D. S. SOUTHWOOD—Organiser

**STATIONARY ENGINE DRIVERS OF
FERMENTATION INDUSTRIES (NZ) LTD, PONSONBY,
AUCKLAND**

1. MATTERS NOT PROVIDED FOR

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% effective from 14 October 1986 unless specifically provided for in this agreement.

2.

WAGES

	Rate Per Hour	Certificate Payment	Total Per Hour
(a) Workers holding a 1st Class Engine Drivers Certificate	913.5 CPH	plus 64.2 CPH	977.7 CPH
(b) Workers holding a 2nd Class Engine Drivers Certificate	918.9 CPH	plus 32.1 CPH	951.0 CPH
(c) Workers holding a Boiler Attendants Certificate	876.2 CPH	Plus 15.0 CPH	891.2 CPH
(d) Charge Allowance where boilerhouse personnel work in sole charge			19.0 CPH

3.

SERVICE ALLOWANCE

- (i) After six months' current continuous service with the same employer a worker shall be paid an allowance of 14.5 cph.
- (ii) After one years' current continuous service with the same employer a worker shall be paid a further 10.1 cph, making a total allowance of 24.6 cph.
- (iii) After two years' current continuous service with the same employer a worker shall be paid a further 5.9 cph, making a total allowance of 30.5 cph.
- (iv) After three years' current continuous service with the same employer a worker shall be paid a further 5.9 cph, making a total allowance of 36.4 cph.
- (v) After four years' current continuous service with the same employer a worker shall be paid a further 6 cph, making a total allowance of 42.4 cph.

(vi) After five years' current continuous service with the same employer a worker shall be paid a further 6.1 cph, making a total allowance of 48.5 cph.

(vii) After six years' current continuous service with the same employer a worker shall be paid a further 6 cph, making a total allowance of 54.5 cph.

This payment shall be considered as part of the weekly rate.

4. **MEAL ALLOWANCE**

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

5. **NOTIFICATION OF REDUNDANCY**

A worker who is to be declared redundant shall receive not less than three months notice prior to the termination of his employment.

6. **ACCIDENTS**

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

7. **TERM OF AGREEMENT**

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

Signed for and on behalf of **FERMENTATION INDUSTRIES (NZ)
LTD PONSONBY, AUCKLAND**

J. COMMISKIE, Manufacturing Manager

Signed for and on behalf of **N.Z. ENGINE DRIVERS, FIREMEN,
GREASERS & ASSISTANTS INDUSTRIAL UNION OF WORKERS**

K. G. ANDERSEN—Secretary

V. L. MORROW—President

D. S. SOUTHWOOD—Organiser

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 Relations 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.)

D. D. FINNIGAN
JUDGE