

Please post in a conspicuous place accessible to workers

**KIWI PACKAGING LIMITED
STATIONARY ENGINE
DRIVERS – COLLECTIVE AGREEMENT
(VOLUNTARY)**

Dated 29/7/87

NOTE: See clause 10 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 Kiwi Packaging Limited Stationary Engine Drivers Dispute of Interest between Kiwi Packaging 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 29th day of July 1987.

(L.S.)

N.P. WILLIAMSON
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 KIWI PACKAGING LIMITED

BETWEEN KIWI PACKAGING 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 28th day of April 1987.

Signed for and on behalf of

KIWI PACKAGING LIMITED

E.J. SANFORD—PERSONNEL MANAGER

Signed for and on behalf of

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

K.G. ANDERSEN—Secretary

D. SOUTHWOOD—Secretary

**THE STATIONARY ENGINE DRIVERS
OF KIWI PACKAGING LTD
COLLECTIVE AGREEMENT**

1. MATTERS NOT PROVIDED FOR

(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 conditions payments provided for in the N.Z. Engine Drivers, Boiler Attendants, Firemen and Greasers Award dated 25/2/86 by 7.5% effective from the 11th November 1986, unless specifically provided for in this Agreement.

2. WAGES

	Job Rate	Certificate Payment	Total
1. (a) Workers holding a 2nd Class Engine Drivers Certificate	8.328	.322	8.65
(b) Workers holding a Boiler Attendants Certificate	8.328	.15	8.478
(c) Starch Payment			

In addition to the above rates, a further 89.0 cents per hour shall be paid.

3. SHIFTS

(a) The changeover period shall be 15 minutes at the appropriate overtime rate.

(b) A shift allowance of \$7.29 per shift shall be paid.

4. MEAL MONEY

A meal allowance of \$7.40 shall be paid in terms of the Award Clause.

5. CLOTHING

“Where the employer supplies safety boots and the employment is discontinued during the year of issue, the employer shall be entitled to recover the cost of such footwear on the basis of one-twelfth for each month by which the employment fell short of 12 months. Such recovery shall be made from final wages payable to the employee concerned.”

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“As soon as possible after commencement but no later than one month after commencement of their employment, workers shall be supplied with a minimum of two pairs of overalls annually and more as is necessary. Such overalls shall remain the property of the employer.”

6. **TRAVELLING REIMBURSING ALLOWANCE**

A worker required to start or cease work between and including the hours of 11 p.m. and 6 a.m. shall be paid a travelling reimbursing allowance calculated on the basis of payment of ordinary time.

The application of the payment is limited to one hour. 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 free of charge is provided for the worker by the employer he shall not be entitled to payment under this clause.

7. **NOTIFICATION OF REDUNDANCY**

A worker who is to be declared redundant shall receive not less than 8 weeks notice prior to the termination of his employment.

8.

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.

9. **SOLE CHARGE PAYMENT**

A sole charge payment of 15 c.p.h. shall be paid to holders of 2nd Class Engine Drivers' tickets only.

10. **TERM OF AGREEMENT**

This agreement shall be deemed to have come into force on the 11th day of November 1986 and shall remain in force until the 10th day of November 1987.

SIGNED FOR AND ON BEHALF OF:
KIWI PACKAGING LIMITED
AS AUTHORISED AGENT

R.D. SCOTT—Authorised Agent

Dated 28/4/87.

SIGNED FOR AND ON BEHALF OF:
NEW ZEALAND ENGINE DRIVERS, FIREMEN
GREASERS AND ASSISTANTS INDUSTRIAL
UNION OF WORKERS
As Authorised Agent

K.G. ANDERSEN—Secretary

Dated 12 May 1987

D. 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. (Note: this section has no application beyond 31/12/86). 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.)

N.P. WILLIAMSON
JUDGE