Please post in a Conspicuous Place accessible to Workers

Empire Rubber Mills Limited Christchurch Stationary Engine Drivers — Collective Agreement (Voluntary)

Dated 6/9/79

NOTE: See clause 13 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 Empire Rubber Mills Ltd Christchurch Stationary Engine Drivers Dispute of Interest between New Zealand Engine Drivers', Firemen, Greasers' and Assistants Industrial Union of Workers and Empire Rubber Mills Ltd Christchurch.

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 6th day of September 1979

(L.S.)

J. R. P. Horn, Judge.

Section 65

Form 5

Regulation 9 (a)

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' etc. Dispute of Interest between The New Zealand Engine Drivers', Firemen, Greasers' and Assistants Industrial Union of Workers and Empire Rubber Mills Ltd

To: The Registrar, Arbitration Court of New Zealand

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 Christchurch this 6th day of June 1979.

Signed for and on behalf of The New Zealand Engine Drivers', Firemen, Greasers' and Assistants Industrial Union of Workers.

R. H. Caffell. G. Hogarth.

Signed for and on behalf of Empire Rubber Mills Ltd

H. M. Barrowclough, Authorised Agent.

STATIONARY ENGINE DRIVERS ETC. OF EMPIRE RUBBER MILLS LTD

COLLECTIVE AGREEMENT

MATTERS NOT PROVIDED FOR

1. With the exception of the matters specifically provided for in this Agreement the terms and conditions of the N.Z. Engine Drivers Boiler Attendants Firemen and Greasers Award dated 23 June 1978 (hereafter called "The Award") shall apply for the term of this Agreement.

WAGES

2. (a) Workers employed as greasers under the coverage of this agreement and who are substantially engaged in unsupervised greasing and have the responsibility for the reportage of defects or malfunctions. — \$3.154 per hour.

SERVICE ALLOWANCES

3.(a) After one year's continuous service with the same employer an adult worker shall be paid an allowance of 11 cents per hour.

(b) After two years' continuous service with the same employer an adult worker shall be paid a further 3 cents per hour making a total allowance of 14 cents per hour.

(c) After three years' continuous service with the same employer an adult worker shall be paid a further 2 cents per hour making a total allowance of 16 cents per hour.

(d) After four years' continuous service with the same employer an adult worker shall be paid a further 3 cents per hour making a total allowance of 19 cents per hour.

(e) After five years' continuous service with the same employer an adult worker shall be paid a further 2 cents per hour making a total allowance of 21 cents per hour.

HOURS OF WORK

4. As provided in Clause 2 of the Award except that the shift allowance shall be — \$2.62 per shift and the change over allowance shall be \$2.71.

GENERAL CONDITIONS

5. As provided in Clause 11 of the Award except that in Clause 11(g) of that document the rate shall be .44 cents.

MEAL MONEY

6. As provided in Clause 13 of the Award except that in Clauses 13(a) (b) (c) of that document the rate shall be \$2.10.

DIRT MONEY

- 7. As provided in Clause 14 of the Award except that in Clauses 14(b) of that document the rate shall be 18.5 cents.
- 14(0) of that document the rate shall be 10.5 cents.
- 14(c) of that document the rate shall be 34.0 cents.
- 14(d) of that document the rate shall be 34c & 68c respectively.

14(g) of that document the rate shall be 8.6 cents.

14(h) of that document the rate shall be 8.6 cents.

14(i) of that document the rate shall be \$1.43 cents.

14(j) of that document the rate shall be 57 cents.

CONFINED SPACE, HEAT AND COLD

8. As provided in Clause 22 of the Award except that in Clauses 22(a) of that document the rate shall be 9.9 cents.

22 (c) of that document the rate shall be 9.1 cents.

ACCIDENTS

9. As provided in Clause 23 of the Award except that in Clause 23 (b) of that document the rate shall be \$2.75.

CLOTHING

10. As provided in Clause 26 of the N.Z. Engine Drivers Boiler Attendants Firemen and Greasers Award dated 23 June 1978 except that in Clauses 26(b) (ii) of that document the rate shall be 77 cents; 26(e) of that document the rate shall be 66c & 66c respectively.

EXCLUSION OF COST OF LIVING ORDERS

- 11. The General Wage Order of the Court of Arbitration dated 3 July 1978 and all previous General Wage Orders, Cost of Living Orders and Cost of Living Allowances, have been incorporated into the rates and payments set out in this Agreement, and shall not be added to the payments shown.
- 12. All other allowances paid to workers covered by this Agreement and not hereinbefore provided for shall be increased by 10%.
- 13. This Agreement shall be deemed to have come into force on the 12th day of February 1979 and shall remain in force until the 26th day of November 1979

Signed for and on behalf of Empire Rubber Mills Ltd:

W. Taylor.

Signed for and on behalf of: N.Z. Engine Drivers Firemen Greasers and Assistants Industrial Union of Workers

R. Caffell. B. Kennedy.

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 parties' settlement for a shortened term has the Court's consent pursuant to section 92(2) of the Industrial Relations Act 1973 and Regulation 6(3) of the Wage Adjustment Regulations 1974.

The rates of remuneration determined by this collective agreement shall be increased to the extent and in the manner prescribed by the general increase provided by the Remuneration (General Increase) Regulations 1979.

(EXPLANATORY NOTE — The Remuneration (General Increase) Regulations 1979 increased rates of remuneration determined by awards and collective agreements by 4.5% with effect on and from the 3rd day of September 1979. For the purposes of the general increase, the term "remuneration" means salary or wages and all other payments of any kind whatsoever prescribed in awards and collective agreements).

(L.S.)

J. R. P. Horn, Judge.