

Please post in a conspicuous place accessible to workers

**NEW ZEALAND APPLE AND PEAR
MARKETING BOARD, HASTINGS AND
NELSON, ENGINE DRIVERS, BOILER
ATTENDANTS, FIREMEN AND
GREASERS—COLLECTIVE
AGREEMENT (VOLUNTARY)**

Dated 5/5/87

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 New Zealand Apple and Pear Marketing Board, Hastings and Nelson, Engine Drivers, Boiler Attendants, Firemen and Greasers Dispute of Interest

between New Zealand Apple and Pear Marketing Board, Hastings and Nelson, and 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 5th day of May 1987.

[L.S.]

D. S. CASTLE
JUDGE

SECTION 65

REG. 9 (4)

FORM 5

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

In the matter of the Industrial Relations Act 1973

And in the matter of the New Zealand Apple and Pear Marketing Boards, Hastings and Nelson, Engine Drivers, Boiler Attendants, Firemen and Greasers, Dispute of Interest.

Between The New Zealand Apple and Pear Marketing Board, Hastings and Nelson

And The New Zealand Engine Drivers, Firemen, Greasers and Assistants Industrial Union Of Workers. (Wellington Branch)

To The Registrar of the Arbitration Court Wellington

We Hereby Submit to you a signed copy of the terms of voluntary settlement of the abovementioned Dispute of Interest arrived at by the parties pursuant to Section 65 of the Industrial Relations Act 1973 for registration as a collective agreement.

For the New Zealand Apple & Pear Marketing Board:

I. D. FOWLER Authorised Agent.

For the New Zealand Engine Drivers, Firemen, Greasers and Assistants
Industrial Union of Workers: (Wellington Branch)

Dated At Wellington
27.2.87

C. DEVITT Authorised Agent.

**TERMS OF AGREEMENT BETWEEN THE NEW ZEALAND
ENGINE DRIVERS, FIREMEN, GREASERS, AND ASSISTANTS
UNION AND THE NEW ZEALAND APPLE AND PEAR
MARKETING BOARD, HASTINGS AND NELSON**

(1) Matters Not Provided For

The workers covered by this agreement shall continue to be bound by the New Zealand Engine Drivers, Boiler Attendants, Firemen and Greasers current award except in respect of matters dealt with in the following clauses of this agreement.

(a) Scope

This Agreement shall apply to members of the N.Z. Engine Drivers, Firemen, Greasers and Assistants Union employed at New Zealand Apple and Pear Marketing Board, Hastings and Nelson.

(2) Wages

Holders of First Class Certificates	\$9.170 per hour
Holders of 2nd Class Certificates	\$8.927 per hour
Holders of Boiler Attendants Certificates	\$8.478 per hour

(3) Service Pay

After 6 months current continuous service	23.7 cents per hour
After 1 years current continuous service	34.5 cents per hour
After 2 years current continuous service	38.8 cents per hour
After 3 years current continuous service	45.2 cents per hour
After 4 years current continuous service	49.5 cents per hour
After 5 years current continuous service	53.9 cents per hour
After 6 years current continuous service	60.3 cents per hour

(4) Qualification Payment

Holders of First Class Certificates	55 cents per hour
Holders of 2nd Class Certificates	55 cents per hour
Holders of Boiler Attendants Certificates	38 cents per hour

(5) Meal Allowance

\$5.39

(6) Shift Allowance

\$6.53 per shift

(7) Change Over Payment

\$7.21 per shift

(8) Water Treatment & Anti Pollution Payment

\$4.63 per shift

(9) Annual Holidays: One extra week holiday after *4 years service*.

(10) Term of Agreement: From the 13.10.86 to 12.10.87

For the New Zealand Apple and Pear Marketing Board:

I. D. FOWLER Authorised Agent.

For the New Zealand Engine Drivers, Firemen, Greasers and Assistants
Industrial Union of Workers: (Wellington Branch)

C. DEVITT Authorised Agent.

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 1120 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. S. CASTLE
JUDGE

NOTE: This document was previously known as New Zealand Apple and Pear Marketing Board, Hastings, Engine Drivers, Boiler Attendants, Firemen and Greasers—Collective Agreement (Voluntary) dated 14/3/86 (B.A. 1986, p. 6611). The document number remains unaltered.