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**Unilever New Zealand
Engineers and Motor Tradesmen
— Collective Agreement (Voluntary)**

Dated 12/3/79

NOTE: See clause 16 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 Unilever N.Z. Ltd Engineers and Motor Tradesmens Dispute of Interest between the New Zealand Engineering, Coachbuilding, Motor, Aircraft and Related Trades Industrial Union of Workers and Unilever New Zealand Ltd.

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 collection 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 12th day of March 1979.

(L.S.)

N. P. Williamson, Judge.

Section 65

Form 5

Regulation 9(4)

Under the Industrial Relations Act 1973

In the matter of the Industrial Relations Act 1973; and in the matter of the Unilever New Zealand Limited Hastings Collective Agreement dispute of interest between The New Zealand Engineering, Coachbuilding, Motor, Aircraft and Related Trades Industrial Union of Workers of the one part and Unilever New Zealand Limited Hastings.

To the Registrar of the Arbitration Court.

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 (section 66) of the Industrial Relations Act 1973, for registration by the Arbitration Court as a Collective Agreement.

Dated at Hastings this 28th day of February 1979.

Signature of Parties:

For and on behalf of the New Zealand Engineering, Coachbuilding, Motor, Aircraft and Related Trades Industrial Union of Workers:

B. J. Landers, District Secretary.

For and on behalf of the Unilever New Zealand Limited Hastings:

J. B. Morrison, Personnel Manager, Food Factories.

**VOLUNTARY COLLECTIVE AGREEMENT—BETWEEN UNILEVER
NEW ZEALAND LIMITED AND THE NEW ZEALAND ENGINEERS' UNION**

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This agreement shall cover members of the N.Z. Engineers' Union employed by Unilever New Zealand Limited under the New Zealand Factory Engineers or New Zealand Motor Trades conciliated collective agreements who are employed at the Company's food processing factories at Hastings and Motueka.

RELATIONSHIP TO CONCILIATED COLLECTIVE AGREEMENTS

2. The workers to be covered by this agreement shall continue to be bound by the terms of the conciliated collective agreements governing their individual occupations except in respect of the matters dealt with in the following clauses of this agreement.

SHIFT ALLOWANCES

3. Where shifts are worked, the following allowances shall be payable:

Morning shift	— \$2.00 per shift
Afternoon shift	— \$2.20 per shift
Night shift	— \$2.75 per shift

Shift workers who are required to work an overtime shift on a Sunday shall be paid a shift allowance equal to that paid for their ordinary time shifts during the week.

WAGES

4. (a) The basic rates of wages shall be:

(i) Factory Engineers:	Per Week	Per Hour
Tradesmen factory engineers	\$158.40	\$3.960
Factory engineer	154.00	3.850
Fitter's mate	131.60	3.290
Metal worker's assistant	124.36	3.109
Instrument technician	156.92	3.923

NOTE: A worker will be recognized as a tradesman on producing documentary evidence that he has completed an apprenticeship in the armed forces.

(ii) Motor Trades:	Per Week	Per Hour
Tradesman mechanic	\$158.40	\$3.960
Motor mechanic	154.00	3.850

NOTE: A worker will be recognized as a tradesman on producing documentary evidence that he has completed an apprenticeship in the armed forces.

The July 1978 General Wage Order of 7% (maximum of \$7 weekly) has now been incorporated into wage rates as shown above. Therefore, no additional payment for the G.W.O. is payable.

The above wage rates will remain in force during the currency of this agreement except that where a General Wage Order is issued by the Arbitration Court effective during the currency of this agreement. The above rates will be altered in accordance with the Order.

(b) Qualification: In addition to the rates set out in sub-clause (a), the following payments shall apply:

Advanced Trade Certificate	— 13.2c per hour
Trade Certificate	— 13.2c per hour

(c) Service: The following service payments shall be paid in addition to the rates set out in the above sub-clause for continuous service with the Company:

After 6 months continuous service	—	5 cents per hour
After 1 year continuous service	—	An additional 6 cents per hour
After 2 years continuous service	—	An additional 3 cents per hour
After 3 years continuous service	—	An additional 2 cents per hour
After 4 years continuous service	—	An additional 3 cents per hour
After 5 years continuous service	—	An additional 2 cents per hour

Making a total of 21 cents per hour after 5 years continuous employment with the same employer.

(d) In Charge Rates: Where a worker has been specially directed to take charge of four or more workers, he shall be paid 13.3c per hour in addition to the rates set out in the above sub-clauses.

Where a worker has been specially directed to take charge of four or more tradesmen, he shall be paid 16.6c per hour in addition to the rates set out in the above sub-clauses.

SPECIAL PAYMENTS

5. (a) Workers covered by the N.Z. Motor Trades Collective Agreement shall be paid the dirt money and other special payments provided in these agreements.

(b) Factory Engineers shall receive the following special payments:

- (i) Dirty Work—as in the N.Z. Factory Engineers' Award—Clause 31, with rate 10.4c per hour, with minimum of 83.2c per day.
- (ii) Confined Space—as in N.Z. Factory Engineers' Award—Clause 31, with rate 10.4c per hour.
- (iii) Freezing Chambers—as in N.Z. Factory Engineers' Award—Clause 31, with rate 18.9c per hour.
- (iv) Welding—as in N.Z. Factory Engineers' Award—Clause 31, with rate 46.5c for less than 4 hours and 67.6c for more than 4 hours per day.
- (v) Height—as in N.Z. Factory Engineers' Award—Clause 31, with rates:

6 – 15m	—	5.7c per hour
15 – 22m	—	7.6c per hour
22 – 42m	—	10.4c per hour
Over 42m	—	12.2c per hour

N.B. Clauses referred to in this sub-clause relate to the Factories Engineers Collective Agreement, 1977/78.

(c) Outside Work—any worker allocated to maintenance of harvesting machinery while it is operating in the field shall be paid 17.4c per hour while so employed.

(d) Any other job that is considered of a similar nature to those above will be considered on its merits at the time by representatives of the employers and the employees. If disagreement arises, it shall be the duty of the parties to take all necessary steps to effect settlement without delay. In pending such settlement, work must continue as though there is no disagreement.

TOOLS

6. A tool allowance of 5.5c per hour shall be paid to tradesmen mechanics or factory engineers who supply their own tools in accordance with the provisions of the N.Z. Factory Engineers or N.Z. Motor Trades Collective Agreements.

Where tradesmen are employed on maintenance work in the fields while harvesting, they shall be paid a tool allowance of 10c per hour while so employed in place of the allowance set out above.

OVERALLS

7. All workers shall be supplied with overalls as required and these shall be laundered at the employer's expense and remain the property of the employer.

SAFETY FOOTWEAR

8. A worker who supplies himself with and regularly wears leather, steel-capped boots or shoes shall be paid 66c per week as a contribution towards the cost of the footwear.

Where a worker generally comes into contact with sulphiting chemicals for the major part of a week, such worker shall be paid 66c in addition to the above allowance.

SAFETY GLASSES

9. Where workers normally wear glasses with prescription lenses at work, the Company will pay for the lenses to be hardened. Where a worker proves to the Company's satisfaction that he has damaged his spectacles in the course of his employment, the Company shall reimburse the worker the cost of repair, outside that which can be claimed through the worker's personal insurance.

FIRST AID ATTENDANT

10. Workers who are holders of a current first aid certificate and who are designated as first aid attendants by the employer to undertake first aid duties, shall be paid an allowance of \$2.79 per week.

ANNUAL LEAVE

11. In place of the service leave provided in the 'Annual Holidays' clauses of the conciliated collective agreements, the following provision shall apply:

On completion of 7 years continuous service with the Company, each worker shall for the 7th and subsequent years be entitled to an annual holiday of 4 weeks instead of the 3 weeks prescribed in the conciliated collective agreements. The 4th week's holiday may be taken in conjunction with or separately from the first 3 weeks holiday as the employer may decide and in a manner agreed upon between the Company and the worker. Payment for the 4th week's leave should be calculated in accordance with the provisions of the Annual Holidays Act and its Amendment.

DOMESTIC LEAVE

12. Where a worker has an unused sick leave entitlement, on producing a medical certificate, leave on ordinary pay of up to 5 working days in any one year may be granted to a married employee or solo parent who finds it essential to remain at home in an emergency in the event of the illness of the spouse or child under 15. Such leave is to be treated as though it were due to the employee's own sickness and set off against the employee's own sick leave entitlement. Provision of this clause shall apply in the case of confinement for childbirth of the spouse.

BEREAVEMENT LEAVE

13. A worker shall be entitled to a maximum of 3 days leave without loss of pay on each occasion and on production of satisfactory evidence of the death in New Zealand of the worker's spouse, mother, father, brother, sister, child or parent-in-law.

DEDUCTION OF UNION SUBSCRIPTIONS

14. The employer shall deduct union dues for all workers covered by this agreement who have been in his employment for 2 weeks and shall remit them to the district office of the union at regular intervals. The manner of deduction and of remittance shall be determined by agreement between the district secretary of the union and the employer in respect of each establishment.

When the employer starts to deduct the union fees from new workers, he shall forward the worker's name and address to the district union secretary.

This clause shall not apply to a worker who has been granted exemption or who produces evidence that he has applied for exemption from union membership under S. 105 of the Industrial Relations Act 1973.

STOP WORK MEETINGS

15. Paid stop work meetings may be called by the area organizer of the union, subject to the following provisions:

- (i) That emergency and urgent breakdown work shall be maintained.
- (ii) Such meetings shall be held only by prior arrangement with the Company. It is the intention of the parties to this agreement that 24 hours notice be given, whenever possible, of any stop work meeting.
- (iii) During the pea harvesting season, stop work meetings will be paid for only when the prior consent of the Company has been obtained.
- (iv) Should the duration of paid stop work meetings in any 12 month period exceed 2 hours, then this clause shall not apply. Any extension of this provision shall be negotiated between the parties.

TERM OF AGREEMENT

16. This agreement shall be deemed to have come into force on the 1st day of the pay week commencing on or after the 11th day of October 1978, and shall remain in force until 10th October 1979.

For Unilever New Zealand Limited:

J. Morrison.

For the N.Z. Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers:

B. J. Landers, District Secretary.

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.

Having regard to prevailing circumstances 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.

The rates of remuneration prescribed in this collective agreement incorporate and absorb the effect of:

- (a) Cost of Living Allowance from 25 June 1976 under Regulation 3 of Part I of the Wage Adjustment Regulations 1974 (Reprint 1976/198); and
- (b) Order of Wage Hearing Tribunal from 14 March 1977;

and the rates of remuneration in this award are NOT to be increased further on account of these orders.

The rates of remuneration prescribed by this voluntary settlement are NOT to be increased by the application of the provisions of the order of the Arbitration Court made under the General Wage Orders Act 1977, dated the 3rd day of July 1978.

(L.S.)

N. P. Williamson, Judge.