

**Please post in a Conspicuous Place accessible to Workers**

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**Philip Morris (N.Z.) Limited,  
Factory Engineers —  
Collective Agreement (Voluntary)**

**Dated 24/1/80**

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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 Philip Morris Factory Engineers Dispute of Interest between the New Zealand Engineering, Coachbuilding, Motor, Aircraft and Related Trades Industrial Union of Workers and Philip Morris (N.Z.) Limited.

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 24th day of January 1980.

(L.S.)

J. R. P. Horn, Judge.

Sections 65 and 66

Form 5

Regulation 9 (4)

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 Philip Morris Factory Engineers dispute of interest between New Zealand Engineering, Coachbuilding, Motor, Aircraft and Related Trades Industrial Union of Workers and Philip Morris (N.Z.) Ltd.

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 of the Industrial Relations Act 1973, for registration by the Arbitration Court as a collective agreement.

Dated at Masterton this 28th day of November, 1979.

Signature of Parties:

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

B. J. Landers.

For Philip Morris (N.Z.) Ltd.:

W. S. Hamilton.

**VOLUNTARY COLLECTIVE AGREEMENT BETWEEN PHILIP MORRIS (N.Z.) LIMITED AND THE NEW ZEALAND ENGINEERING, COACHBUILDING, AIRCRAFT, MOTOR AND RELATED TRADES INDUSTRIAL UNION OF WORKERS**

**INDUSTRY TO WHICH AGREEMENT APPLIES**

1. This agreement shall apply to members of the N.Z. Engineers Union employed by Philip Morris (N.Z.) Ltd.

**RELATIONSHIP TO CONCILIATED COLLECTIVE AGREEMENTS**

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

**HOURS OF WORK**

3. The ordinary hours of work shall be as laid down in the New Zealand Factory Engineers Award. Except that the normal starting time shall be 7.00 a.m.

**WAGES**

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

	Per Week
Tradesman Factory Engineer .....	\$165.64
Factory Engineer .....	\$160.44

(b) Company Allowance — In addition to the above rates all workers covered by this agreement shall receive a payment of \$11.77 per week.

(c) Margin for Skill — Tradesmen covered by this agreement shall receive a payment of \$2.67 per week in addition to the above rates in subclause (a) and (b) of this clause.

(d) Margin for Skill — Factory Engineers who have obtained a higher degree of Tobacco Industry skills in the servicing of both making and packing equipment shall receive a payment of \$4.85 per week in addition to the above rates in subclause (a) and (b) of this clause.

(e) (a) After one year's continuous service with the same employer an adult worker shall be paid an allowance of 13 cents per hour.

(b) After 2 years' continuous service with the same employer an adult worker shall be paid a further 3 cents per hour making a total allowance of 16 cents per hour.

(c) After 3 years' continuous service with the same employer an adult worker shall be paid a further 2 cents per hour making a total allowance of 18 cents per hour.

(d) After 4 years' continuous service with the same employer an adult worker shall be paid a further 4 cents per hour making a total of 22 cents per hour.

(e) After 5 years' continuous service with the same employer an adult worker shall be paid a further 3 cents per hour making a total of 25 cents per hour.

**CALL OUTS**

5. Where a worker is called out after finishing work for the day he shall be paid in accordance with the Factory Engineers award.

### SPECIAL PAYMENTS

6. The following conditions shall attract a payment of  $\frac{1}{2}$  ordinary rate extra.

- (a) Work carried out on waste sump.
- (b) Cleaning gully trap in engineering workshop.
- (c) Removal of dust prior to quarterly maintenance and overhaul on pneumatic feed extractor.
- (d) Maintenance on dust boxes and bags on makers. This shall not apply to normal weekly cleaning.

### UNION MEETINGS

7. Union meetings shall be held without the loss of pay to a maximum of four hours in any twelve month period.

### SHIFT ALLOWANCE

8. Workers covered by this agreement shall be covered by the shift allowance payable to the Tobacco Workers provided that the shift allowance is not less favourable than the Factory Engineers award.

### SAFETY GLASSES

9. Where workers normally wear glasses with prescription lenses at work, the Company will provide, where requested by the worker, a suitable safety frame and will pay for the hardening of lenses.

Should a workers glasses be damaged in the course of his work, the Company will pay for the replacement of such glasses if the workers own insurance does not cover the breakage.

10. This agreement in so far as the provision relating to rates of wages are concerned shall come into force on the first day of the pay week commencing on or after 11th October 1979, and so far as other provisions are concerned from the date of registration by the Arbitration Court. The agreement shall remain in force until 10th October 1980.

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

B. J. Landers, District Secretary.

For Philip Morris (N.Z.) Ltd.:

W. S. Hamilton, Manager.

Date: 28th November, 1979.

### 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 determined by this collective agreement are NOT to be increased by the application of the provisions of the general increase provided by the Remuneration (General Increase) Regulations 1979.

(L.S.)

J. R. P. Horn, Judge.