Please post in a conspicuous place accessible to workers

"The attention of all persons affected by this document is drawn to the transitional provisions concerning union membership set forth in section 17 Industrial Relations Amendment Act 1985."

KIWI BACON COMPANY LIMITED ELECTRICAL WORKERS – COLLECTIVE AGREEMENT (VOLUNTARY)

Dated 17/7/86

NOTE: See clause 7 herein for the date on which rates of wages come into force.

11236

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 Bacon Company Limited Electrical Workers dispute of interest

between New Zealand (except Canterbury and Westland) Electrical, Electronics and Related Trades Industrial Union of Workers <u>and</u> Kiwi Bacon Company 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 17th day of July 1986.

(L.S.)

D. S. CASTLE 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 KIWI BACON COMPANY LIMITED ELECTRICAL WORKERS DISPUTE OF INTEREST BETWEEN THE NEW ZEALAND (EXCEPT CANTERBURY AND WESTLAND) ELECTRICAL, ELECTRONICS AND RELATED TRADES INDUSTRIAL UNION OF WORKERS <u>AND</u> THE KIWI BACON COMPANY LIMITED.

TO THE REGISTRAR OF THE ARBITRATION COURT:

WE HEREBY SUBMIT TO YOU A SIGNED COPY OF THE TERMS OF A 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 PALMERSTON NORTH THIS 19th DAY OF JUNE 1986.

SIGNED FOR AND ON BEHALF OF THE NEW ZEALAND (EXCEPT CANTERBURY AND WESTLAND) ELECTRICAL, ELECTRONICS AND RELATED TRADES INDUSTRIAL UNION OF WORKERS.

A. J. NEARY, SECRETARY

DATE: 20th June 1986

FOR AND ON BEHALF OF THE KIWI BACON COMPANY LIMITED P. C. HANLY, MANAGER

DATE: 19th June 1986

11237

KIWI BACON COMPANY LIMITED ELECTRICAL WORKERS — COLLECTIVE AGREEMENT (VOLUNTARY)

Arrangement of Agreement

Clause Number

Title

- 1. Industry to which agreement applies
- 2. Relationship to the Award
- 3. Wages
- 4. Special payments
- 5. Service holidays
- 6. Work done in freezing chamber
- 7. Term of Agreement

BETWEEN KIWI BACON COMPANY LIMITED AND THE NEW ZEALAND (EXCEPT CANTERBURY AND WESTLAND) ELECTRICAL, ELECTRONICS AND RELATED TRADES INDUSTRIAL UNION OF WORKERS

INDUSTRY TO WHICH AGREEMENT APPLIES

This agreement shall cover members of the New Zealand Electrical and Electronics Union employed by Kiwi Bacon Company Limited at its Palmerston North factory.

The parties' attention is drawn to Clause 2 (a) of the New Zealand (except Canterbury and Westland) Electrical Workers Award document 942 and to the Electrical Registration Regulations 1980 and, in particular, to the requirements of registered people doing prescribed electrical work.

2.

1.

RELATIONSHIP TO THE AWARD

The parties to this agreement shall continue to be bound by the New Zealand (except Canterbury and Westland) Electrical Workers (Maintenance) Award, (hereinafter referred to as 'the Award'), except in respect of the matters dealt with in this agreement.

Nothing in this agreement shall operate so as to reduce the conditions or remuneration of workers thus covered.

3.

WAGES

4.

SPECIAL PAYMENTS

(a) **PROGRAMME CONTROLLERS**

Electrical personnel who in the course of their normal employment are required to undertake first line service duties on programmable controllers, or other similar electronic systems or circuitry shall be paid 25 cents per hour in addition to the rate in Clause 3, Wages, of this agreement.

The criteria for this payment shall be as follows:

- (i) That the employee demonstrates an understanding and application of first line servicing, in Electronic Techniques on any of the above electronic equipment the employer may utilise.
- (ii) That the employee satisfactorily completes such manufacturer and/or equivalent employer 'In-house' course(s) and/or prescribed post trade courses in Industrial Electronics and/or the achievement of a comparable standard of knowledge by other educational means (such as private study and work experience).
- (iii) The employer shall make available for employees the opportunity to attend internal or external training courses relevant to the various requirements outlined as necessary to attract the payment.
- (iv) Where an employee declines to attend such courses, then that employee shall not qualify for the relevant allowance.
- (v) Where satisfactory completion of any such training course is according to any formal or informal assessment, then an employee shall be required to pass such assessment prior to qualifying for the payment.

(b) CRANSTON PAYMENT

The terms and conditions of the 'Cranston Agreement' shall apply to workers covered by this agreement.

5.

SERVICE HOLIDAYS

On completion of five years continuous service with the Company each worker shall for the fifth and subsequent years be entitled to an annual holiday of four weeks, the fourth week's holiday may be taken in conjunction with or separately from the first three weeks holiday as the employer may decide and as far as practicable to meet the wishes of the worker.

6.

WORK DONE IN FREEZING CHAMBER

Where a worker is required to work in a freezing chamber, he or she shall be paid an allowance as follows:

 0° Celsius to -15° Celsius = 31.5 cents per hour

- -15° Celsius to -25° Celsius = Quarter ordinary time rate in addition to the rate appropriate at the time
 - -25° Celsius and below = Half ordinary time rate in addition to the rate appropriate at the time

7.

TERM OF AGREEMENT

This agreement shall be deemed to have come into force on the 1st day of February 1986 and shall remain in force until the 31st day of January 1987.

NOTE: The parties agree to the commencement date of the 1st February each year bringing this agreement into line with the date of the Kiwi Bacon Workers Award.

Future wage movements will be in line with the Industry Movement where this Wage Movement is the same as or higher, but not less than the adjustment to the Parent Award.

Signed for and on behalf of

KIWI BACON COMPANY LIMITED

DATE: 19/6/86.

P. C. Hanly.

Signed for and on behalf of

NEW ZEALAND (EXCEPT CANTERBURY AND WESTLAND) ELECTRICAL, ELECTRONICS AND RELATED TRADES INDUSTRIAL UNION OF WORKERS

A. J. Neary, Secretary.

DATE: 20/6/86.

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.

(L.S.)

D. S. CASTLE JUDGE

NOTE: This is a new agreement citing the parties hereto. The registration number has not been previously allocated.