

**Please post in a conspicuous place accessible to workers**

---

**KIWI BACON COMPANY LTD  
MAINTENANCE  
EMPLOYEES—COLLECTIVE  
AGREEMENT (VOLUNTARY)**

**Dated 14/4/87**

---

NOTE: See clause 8 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 Kiwi Bacon Company Ltd Maintenance Employees Dispute of Interest between The Kiwi Bacon Company Ltd Palmerston North and The New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades 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 14th day of April 1987.

[L.S.]

N. P. WILLIAMSON  
JUDGE

## FORM 5

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 Kiwi Bacon Company Ltd Maintenance Employees Agreement dispute of interest between Kiwi Bacon Company Ltd Palmerston North and The New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers (Wellington Branch).

## 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 Palmerston North this 9th day of March 1987.

Signed for and on behalf of  
KIWI BACON COMPANY LTD

P. C. Hanly Manager

Witness

B. W. Keene

Signed for and on behalf of  
NEW ZEALAND ENGINEERING, COACHBUILDING, AIRCRAFT,  
MOTOR AND RELATED TRADES INDUSTRIAL UNION OF

## WORKERS (WELLINGTON BRANCH)

B. J. Landers District Secretary

Witness

Pat Quinn

**MAINTENANCE AGREEMENT****KIWI BACON COMPANY LIMITED, PALMERSTON NORTH**1. **APPLICATION**

This Agreement shall apply to all members of the Maintenance Department, those workers covered by this Agreement shall continue to be bound by their Parent Award in all items, except in respect of the matters dealt within the following Clauses of this Agreement.

(b) (i) **Industrial Instrumentation Fitter**

Shall mean any worker employed on industrial instrumentation and control embracing the installation, repair, maintenance, servicing, design, manufacture, modifying, calibrating, testing, fault finding and front line servicing of instruments combining mechanical, hydraulic, pneumatic, electrical and electronic principles. Such instruments include those for the measure of flow, temperature and pressure and those containing electronic circuitry, complex analogue and/or digital programmable logic control systems.

(ii) **Industrial Instrumentation Technician**

Shall mean any worker employed to carry out the same work as an industrial instrumentation fitter but has Trade Certificate, Advanced Trade Certificate or has completed twelve months service in the industry.

2. **WAGES**

Metal workers Assistant	\$8.65 per hour
Tradesmens Assistants	\$8.84 per hour
Core Tradesman	\$10.19 per hour
(Instrumentation and Engineering)	
Instrumentation Technician	\$10.496 per hour

3. **SPECIAL PAYMENTS**(a) **Multi Skill (P.L.C.)**

- (i) Any maintenance worker who demonstrates his or her ability and may be required in the course of his or her employment to carry out First Line Service or commissioning of P.L.C.'s or similar electronic, pneumatic, hydraulic circuitry shall be paid an allowance of 27 cents per hour in addition to the rates contained in this Agreement.
- (ii) Any maintenance worker who demonstrates his or her ability and may be required in the course of his or her employment to carry out programming or designing to specifications and/or servicing and commissioning of P.L.C.'s or similar electronic, pneumatic, hydraulic circuitry and/or process control systems shall be paid an allowance of 53 cents per hour in addition to the rates in this Agreement.
- (iii) The criteria for this payment shall be as follows:
  - (i) That the employee demonstrates an understanding and application of first line servicing, in Electronic Pneumatic Hydraulic Techniques on any of the above electronic pneumatic hydraulic 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 Pneumatics Hydraulics and/or the achievement of a comparable standard of knowledge by other education 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.
- (vi) That where there is an agreement between the Union and the Employer with rates and conditions more beneficial to the employee than those in this Award, such agreement shall continue but not be increased by this Award.

**(b) Kiwi Bacon Attendance and Additional Service Allowances:**

**"Intent of Agreement"**—To ensure the maximum availability of operating plant and in recognition of the tradesmen and assistants, making themselves available for overtime in accordance with the requirement of the Works, in responding to calls to work lunch and smoko breaks for urgent repairs to operating equipment.

**1. Service Payment**—Service payment on the following scale:

1st year	\$Nil
2 to 5 years	\$ 6.62
6 to 10 years	\$ 9.93
11 to 15 years	\$13.24
16+ years	\$16.56

**2. Attendance Payment**—A payment of \$16.56 per week under the following conditions:

- (a) Work a five day week (Public Holidays excepted)
- (b) Work an eight hour day
- (c) Work reasonable overtime when required
- (d) Start and finish at the normal times—unless working overtime
- (e) Payment will not be made unless all conditions are met

**3. Adjustment Clause**—Payments will be increased by all future % movements applicable to this Agreement.

**(c) On-Call—Standby Engine Room:**

Workers on standby outside their normal hours of work shall be paid an allowance of \$43.17 per week for each week of seven consecutive days on-call, provided that where the period on-call is less than seven consecutive days, the worker shall be paid an allowance of \$5.38 for each 24 hour period or part thereof on-call work from Monday to Friday and \$8.13 for each 24 hour period or part thereof on-call work on a Saturday or Sunday.

For on-call purposes half the annual rental for a single telephone shall be reimbursed, provided the worker completes a total, period of 8 weeks or more of the on-call duty in any one year.

Payments for a call-out as per Factory Engineers' Award—Doc. 252 Clause 11a.

The present practice of inspecting the engine room on Saturday and Sunday by Maintenance Personnel will not count as a call-out, the payment under these circumstances is 2 hours double time.

4. **SERVICE HOLIDAY**

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 weeks holiday may be taken in conjunction with or separately from the first three weeks between the company and the worker.

5. **CONTRACTORS**

Contractors and Sub-Contractors engaged to perform work normally done by workers covered by this Agreement, who pay wage rates lower than those contained in this Agreement, shall adjust their wages rates in line with this Agreement, whilst contracting work is being carried out on this plant or site.

The Union Delegate is to be notified at least a fortnight before any contract is let.

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	=	33.7 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. **UNION MEMBERSHIP**

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.

(Explanatory note in relation to expiry of union membership clause: This clause will expire on 11 November 1989 unless it is extended pursuant to section 101A of the Industrial Relations Act 1973.)

8. **TERM**

This Agreement shall be deemed to have come into force on the first day of the pay week commencing on or after 1 February 1987 and shall remain in force until 31 January 1988.

**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, the same as or higher, but not less than the adjustments to the Parent Award.

DATED THIS 9TH DAY OF MARCH, 1987.

Signed on behalf of:

**KIWI BACON COMPANY LIMITED**

P. C. Hanly Manager

Signed on behalf of:

**NEW ZEALAND ENGINEERING, COACHBUILDING, AIRCRAFT,  
MOTOR AND RELATED TRADES INDUSTRIAL UNION OF  
WORKERS**

Pat Quinn, 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.

The Court records that this agreement is binding only on the parties signatory hereto and its application can only be extended to cover any other party in terms of subsection 6 of section 65 of the Industrial Relations Act 1973 with the filing of a Notice of Concurrence.

[L.S.]

N. P. WILLIAMSON  
JUDGE

**NOTE:—**This is a new agreement citing the parties hereto. The Document No. 680 was previously allocated to the Waiheke Shipping Company Ltd Masters—Industrial Agreement dated 16/5/62 and appears in the 1962 Book of Awards, page 837. The document was cancelled on the 2/9/85.