

OTAGO AND SOUTHLAND AERATED-WATER
EMPLOYEES-INDUSTRIAL AGREEMENT

This Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1954, this 5th day of February 1970, between R. Powley & Co. Ltd., Dunedin, (hereinafter called "the employer") of the one part and the Otago and Southland Brewery, Bottling Houses and Aerated Waters Industrial Union of Workers (hereinafter called "the union") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:

1. That the terms, conditions, stipulations and provisions contained and set out in the schedule hereto shall be binding upon the parties, and they shall be deemed to be and hereby declared to form part of the agreement.

2. That the said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations and provisions respectively required to be done, observed and performed and shall not do anything contrary to this agreement or to its terms, conditions, stipulations and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This industrial agreement shall apply to the cordial and aerated-water manufacturing industry, and the bottling of alcoholic beverages.

HOURS OF WORK

2. The ordinary hours of work shall not exceed 40 per week nor eight per day and shall be worked between 8 a.m. and 5 p.m. on five days of the week, Monday to Friday inclusive.

OVERTIME

3. (a) All time worked in any one day outside or in excess of the hours prescribed in clause 2 of this industrial agreement shall be overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter, excepting that on Saturday morning four hours may be worked at time and a half rates.

(b) Where a worker has been notified that he is required to work overtime and notice has been subsequently withdrawn on the day overtime was to be worked, he shall receive payment for one hour.

WAGES

4. (a) The wages of adult male workers shall be not less than \$38.00 per week.

(b) The wages of adult female workers shall be not less than \$34.50 per week.

(c) Casual workers employed for less than one week shall be paid not less than 86 cents per hour for females, and 95 cents per hour for males.

EMPLOYMENT OF JUNIORS

5. (a) The following shall be the minimum rates of wages payable to juniors:

			Males	Females
			Per Week	Per Week
			\$ c.	\$ c.
Up to 19 years of age	26.00	24.50
19 to 20 years of age	30.00	28.00

Thereafter the rate provided for adult workers.

(b) The proportion of juniors to adults shall not exceed one junior to every three adult workers or fraction of three.

PART-TIME WORKERS

6. By agreement between the employer and the union part-time workers shall be employed on a pro rata basis of the appropriate weekly wage.

HOLIDAYS

7. (a) The following shall be the recognised holidays which shall be paid for: Christmas Day, Boxing Day, New Year's Day, the day following New Year's Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, and Anniversary Day or a day in lieu thereof.

(b) If any of the foregoing holidays, except Anzac Day, falls on a Saturday or a Sunday, the holiday shall be observed on the following day or days.

(c) All work performed on any of the abovementioned days shall be paid for at double ordinary rates in addition to the payment for the holiday.

ANNUAL HOLIDAYS

8. (a) Except as otherwise provided, every worker shall at the end of each year of his employment by the employer become entitled to an annual holiday of two weeks and shall be granted annual holidays in accordance with the Annual Holidays Act 1944, and its amendments; paid on the basis of the worker's average weekly taxable earnings, provided that the holiday pay does not exceed the worker's ordinary pay plus 30% and provided further that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday. For the purpose of calculating a worker's average weekly taxable earnings for the year the employer may fix a close-off date other than the anniversary date of the worker's commencement of employment.

(b) Workers who have been employed continuously by the employer for nine years or more shall receive, three weeks' annual holiday, such additional week to be taken at a time convenient to the employer.

(c) For the purpose of this clause lump sum special payments shall be excluded from the computation of average weekly taxable earnings, and ordinary pay shall be as defined in the Annual Holidays Act 1944.

(d) Where a holiday is taken in more than one period the amount payable under this clause shall be divided proportionately. Where a holiday is allowed wholly or partly in advance of the date fixed by the employer as provided in subclause (a) hereof it shall be sufficient compliance with this clause for payment to be assessed on the percentage formula prescribed in subclause (e) subject to final adjustment and payment of any remainder after that date, provided that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday.

(e) Where the employment of any worker is terminated by either party, at the end of a period of employment which is not less than three weeks but less than one year, the employer shall forthwith pay to the worker, in addition to all other amounts due to him, an amount equal to 4% of his gross taxable earnings but not exceeding 5.2% of his gross ordinary pay for that period of employment.

(f) Where the period of employment is less than three weeks the amount to be paid as proportionate holiday pay shall be as prescribed by the Annual Holidays Act 1944.

(g) Where it is customary for any employer to allow annual holidays to his workers or to any class of his workers during a period in each year when his premises are closed or the work of those workers is for any reason discontinued, and at the date of the commencement of any such period any such worker has not become entitled to an annual holiday then the worker shall not be entitled to any wages for two weeks following that date, but the employer shall before that date pay to him, in addition to all the other amounts due to him, an amount equal to 4% of his gross taxable earnings but not exceeding 5.2% of his gross ordinary pay for the period of his employment up to that date, and then the next year of his employment shall be deemed to commence on that date.

(h) Where a worker is entitled to an annual holiday of three weeks instead of two weeks the provisions of subclauses (e) and (g) shall be modified to provide payment of an

amount equal to 6% of the worker's gross taxable earnings but not exceeding 7.8% of his gross ordinary pay for the period of his employment.

SPECIAL HOLIDAYS FOR LONG SERVICE

9. (a) A worker shall be entitled to special holidays as follows:

- (i) One special holiday of two weeks after the completion of 20 years and before the completion of 30 years of continuous employment with the same employer.
- (ii) One special holiday of three weeks after the completion of 30 years and before the completion of 40 years of continuous employment with the same employer.
- (iii) One special holiday of five weeks after the completion of 40 years' continuous employment with the same employer.

(b) Should a worker have completed 30 years of continuous employment with the same employer prior to the date of this award he shall not be entitled to the special holiday provided in paragraph (i) of subclause (a) of this clause. Should a worker have completed 40 years of continuous employment with the same employer prior to the date of this award he shall not be entitled to the special holiday provided in paragraph (i) or (ii) of subclause (a) of this clause.

(c) All such special holidays provided for in subclause (a) of this clause shall be on ordinary pay as defined by the Annual Holidays Act 1944 and may be taken in one or more periods and at such time or times as may be agreed by the employer and the worker.

(d) If a worker having become entitled to a special holiday leaves his employment before such holiday has been taken he shall be paid in lieu thereof.

(e) The provisions of this clause shall not apply where an employer has in operation or brings into operation an alternative scheme for rewarding service, which is not less favourable to the worker than the foregoing, including any bonus or gratuity or superannuation scheme (whether or not such scheme is solely at the cost of the employer, but at no less cost to the employer than the cost involved in providing special holidays under this clause.)

(f) No worker shall during any period when he is on special holidays engage in any employment for hire or reward.

PAYMENT OF WAGES

10. (a) Wages shall be paid in cash weekly in the employer's time not later than Thursday, unless Thursday is a bank holiday.

(b) The employment shall be deemed to be a weekly employment and no deduction shall be made from the weekly wages except for time lost through the worker's sickness or default or through accident not arising out of or in the course of his employment.

TERMINATION OF EMPLOYMENT

11. One week's notice of the termination of engagement of any worker, except casuals, shall be given by the employer or the worker, as the case may be, but this shall not affect the right of any employer to discharge a worker for good cause. Where the employment is terminated, except in the case of casuals, without the requisite notice, one week's wages shall be paid or forfeited as the case may be.

GENERAL CONDITIONS

12. (a) If required, suitable mitts and masks shall be supplied to workers engaged in bottling and labelling aerated waters, and oilskin aprons to workers engaged in bottle-washing and bottling non-aerated liquids. Clogs or other suitable footwear shall be supplied to workers in wet places. If required, accommodation shall be provided for worker's clothes.

(b) Aprons or overalls shall be supplied as required.

(c) Ten minutes' break shall be allowed each morning and afternoon.

(d) A fully equipped first aid outfit shall be kept in each factory in an accessible place.

(e) A worker employed painting the inside of tanks shall be paid 2 dollars 50 cents per day while so employed in addition to his ordinary wages.

MEAL MONEY

13. Meal money at the rate of 65 cents shall be allowed in all cases where notice of overtime is not given to the worker on the day previous. This provision shall not apply in the case of a breakdown of machinery.

MATTERS NOT PROVIDED FOR

14. Any dispute in connection with any matter not provided for in this industrial agreement shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within 14 days after such decision shall have been communicated to the party desiring to appeal.

UNQUALIFIED PREFERENCE

15. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

(NOTE - Attention is drawn to section 174 H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union).

UNDER-RATE WORKERS

16. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such inspector or other person shall determine, and after the expiration of such period shall continue in force until 14 days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause:

Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

SCOPE OF INDUSTRIAL AGREEMENT

17. This industrial agreement shall operate throughout the Otago and Southland Industrial District.

TERM OF INDUSTRIAL AGREEMENT

18. The provisions of this industrial agreement shall be deemed to have come into force on the 4th day of February 1970, and this industrial agreement shall continue in force until the 31st day of August, 1971.

Signed for and on behalf of R. Powley & Co. Ltd.

J. D. H. Temple, Authorised Agent.

Signed for and on behalf of Otago and Southland Brewery Bottling Houses and Aerated Waters Industrial Union of Workers

W. C. McDonnell, Secretary.