Please post in a Conspicuous Place accessible to Workers

Northern Industrial District Brewery Tradesmen and Associated Workers – Composite Agreement Dated 30/3/79

Note: See clause 5 herein for the date on which rates of wages come into force.

Published and issued by the Arbitration Court of New Zealand

2672

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 of the Northern Industrial District Brewery Tradesmen and Associated Workers Dispute of Interest between the N.Z. Engineering, Coachbuilding, Aircraft, Motor and Related Trades I.U.O.W., N.I. Electrical Trades I.U.O.W.; N.Z. Plumbers and Gas Fitters and Related Trades I.U.O.W.; N.Z. Carpenters and Related Trades I.U.O.W.; N.Z. Painters and Decorators, Glaziers and Signwriters I.U.O.W. and Lion Breweries Ltd and Dominion Breweries 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 66 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 30th day of March 1979.

(L. S.)

N. P. Williamson, Judge.

Section 66

Form 5

Regulation 9 (4)

Under the Industrial Relations Act 1973

SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRA-TION

In the matter of the Industrial Relations Act 1973; and in the matter of the dispute of interest concerning certain conditions of employment of maintenance tradesmen and associated workers employed in breweries in the Northern Industrial District between N.Z. Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers; North Island Electrical Trades Industrial Union of Workers; N.Z. Plumbers and Gasfitters and Related Trades Industrial Union of Workers; N.Z. Carpenters and Related Trades Industrial Union of Workers; N.Z. Painters and Decorators, Glaziers and Signwriters Industrial Union of Workers and Lion Breweries Limited and Dominion Breweries Limited.

To the Registrar, of the Arbitration Court of New Zealand Wellington.

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

Dated at Auckland this 21th day of December 1978.

2673

Signed for and on behalf of: N. Z. Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers

E. N. Ball. North Island Electrical Trades Industrial Union of Workers (Auckland Branch)

J. F. Taylor. N. Z. Plumbers and Gasfitters and Related Trades Industrial Union of Workers

G.Page. N.Z. Carpenters and Related Trades Industrial Union of Workers

N.Z. Painters and Decorators, Glaziers and Signwriters Industrial Union of Workers

Lion Breweries Limited.

Dominion Breweries Limited.

G. M. Hagan. J. R. Beck.

P. Purdue.

M. J. Adams.

Under the Industrial Relations Act 1973

NORTHERN INDUSTRIAL DISTRICT BREWERY TRADESMEN AND ASSOCIATED WORKERS — TERMS OF VOLUNTARY SETTLEMENT **UNDER SECTION 66 OF DISPUTE OF INTEREST**

INDUSTRY AND LOCALITY TO WHICH AGREEMENT APPLIES

1. This Agreement shall apply to all tradesmen and associated workers employed by breweries in the Northern Industrial District.

REMUNERATION

2. (i) Wages — The following shall be the rates of wages payable: Per Hour Cents Registered electricians and registered plumbers..... 403.2 Factory engineers, carpenters, painters, plumbers..... 379.0 Fitters Mates..... 336.2 (Provided that not less than the existing wage rate relationship to the factory engineer's rate in any brewery shall be maintained)

(ii) Indenture, Trades Certificate and Advanced Trades Certificate - The following shall be the rates payable in terms of the appropriate award provision as for qualification:

Indenture	. 11.0 cents per hour
Trades Certificate	
Advanced Trades Certificate	

Note: (1) The rate of wages for registered electricians and registered plumbers in subclause (i) includes the rates for indenture and trades certificate prescribed in this subclause.

(2) The rates of wages prescribed herein incorporate the effect of the General Wage Order dated 3 July 1978 (7% to a maximum of \$7.00 per week). Payment of the Order as a separate calculation ceases as from 19 December 1978, the operative date of this Agreement.

(iii) Service Allowance — The following shall be the rates of service allowance payable for continuous service with the same employer:

After 6 months	
After 1 year11 cents per	hour
After 2 years14 cents per	hour
After 3 years16 cents per	hour
After 4 years19 cents per	hour
After 5 years	hour

(iv) Industrial Allowance — An industrial allowance of 4.5 cents per hour extra shall be paid as recognition of work conditions inherent in the industry such as noise, broken glass, wet conditions, cleaning materials, etc.

(v) Disability Provisions — In lieu of the intermittent application of the provisions of Clause 31 (d) of the Factory Engineers' Award and Clause 7, Disabilities, of the Electrical Workers' Award, which both differ as to their wording, and taking into account that the other awards covering other trades' group workers employed in the brewery industry do not describe such provisions, a payment of 8 cents per hour additional to the ordinary rate shall be made. While this payment continues as part of this Agreement no further payments shall be required to be made in terms of the above award provisions.

(vi) Meal Money — Meal money of 2.10 per meal shall be paid in accordance with the terms of the appropriate award.

(vii) Travelling Reimbursement — Having regard to the working hours required of workers covered by this Agreement and that public transport generally either does not exist or is unavailable or inadequate for such workers in travelling to and/or from such work, a worker shall receive 55 cents per day transport reimbursement allowance, such payment being a contribution towards the cost of travelling to and/or from work.

No worker already employed shall have any transport reimbursement allowance now being paid in terms of dispute committee decisions or established practice at his particular place of work reduced on the coming into operation of this Agreement.

Payment of transport reimbursement allowances existing at the date of coming into force of this Agreement shall remain at their existing monetary rate without alteration.

Workers in receipt of existing transport reimbursement allowances in excess of that prescribed by this subclause shall continue to receive such existing payments and shall not be entitled to the payment prescribed by this subclause.

Where, because of the exigencies of the undertaking it has been the employer's practice to provide transport for the conveyance of workers to or from work, such arrangements shall continue and the worker shall not be entitled to the payment prescribed by this subclause on that occasion.

Where any worker elects to utilise any other award or agreement provision relating to travelling time or travelling reimbursement (other than for call back situations) then the payment specified in this subclause shall not be applicable.

ANNUAL HOLIDAYS

3. The further week of annual holiday prescribed by the Workers' Award shall apply upon completion of nine years' continuous service with the same employer and not ten years as prescribed by such award.

DOMESTIC LEAVE

4. After 12 months' continuous service with the same employer, on production of a medical certificate, leave on ordinary pay of up to three working days in any one year may be granted to a married employee who finds it essential to remain at home in the event of a spouse's illness. This provision shall also apply to a solo parent in respect of illness of dependent children in his/her care.

TERM OF AGREEMENT

5. This Agreement shall come into force on 19 December 1978 and shall continue in force until 18 December 1979.

Dated at Auckland this 21st day of December 1978.

Signed for and on behalf of:

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

E. W. J. Ball. North Island Electrical Trades Industrial Union of Workers (Auckland Branch).

J. F. Taylor. N.Z. Plumbers and Gasfitters and Related Trades Industrial Union of Workers.

E. Duncan.

N.Z. Carpenters and Related Trades Industrial Union of Workers. P. Purdue.

N.Z. Painters and Decorators, Glaziers and Signwriters Industrial Union of Workers.

C. M. Hagan.

Lion Breweries Limited.

Dominion Breweries Limited.

J. R. Beck. M. J. Adams.

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 66 of the Industrial Relations Act 1973.

The rates of remuneration prescribed by this collective agreement 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.

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.

(L.S.)

N. P. Williamson, Judge.

28382A—M