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**Nelson, Westland, Canterbury and Otago
and Southland Industrial Districts Brewery
Tradesmen & Fitters' Mates – Composite
Agreement**

Dated 24/6/80

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 Nelson, Westland, Canterbury and Otago and Southland Industrial Districts Brewery Tradesmen and Fitters Mates dispute of interest between the N.Z. Engineering, Coachbuilding, Aircraft, Motor and Related Trades I.U.O.W. (Christchurch Branch), N.Z. Carpenters and Related Trades I.U.O.W. (Christchurch Branch), N.Z. (except Hawke's Bay, Wanganui, Westland, Otago and Southland Districts), Painters and Decorators, Glaziers and Signwriters I.U.O.W. (Christchurch Branch), and Lion Breweries Limited, Westland Breweries Ltd, The Canterbury (N.Z.) Malting Co. Limited, D.B. South Island Brewery 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 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 24th day of June 1980.

(L.S.)

D. S. Castle, Judge

Section 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 dispute of interest concerning certain conditions of employment of maintenance tradesmen and associated workers employed in breweries in the Nelson, Westland, Canterbury and Otago and Southland Industrial Districts between New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades' Industrial Union of Workers; New Zealand Carpenters and Related Trades' Industrial Union of Workers; New Zealand (except Hawke's Bay, Wanganui, Westland, Otago and Southland Districts) Painters' and Decorators, Glaziers' and Signwriters' Industrial Union of Workers and Lion Breweries Limited, Westland Breweries Limited, the Canterbury New Zealand Malting Co Ltd and D.B. South Island Brewery Limited.

To: The Registrar of the Arbitration Court, Wellington.

We hereby submit to you a signed copy of the terms of voluntary settlement of the abovementioned dispute of interest arrived at by the parties pursuant to Section 66 of the Industrial Relations Act 1973, for registration by the Arbitration Court as a Collective Agreement.

Dated at Christchurch this 24th day of January 1980.

Signed for and on behalf of: New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades' Industrial Union of Workers (Christchurch Branch)

R. G. Todd

New Zealand Carpenters and Related Trades' Industrial Union of Workers – Canterbury Branch

J. E. Clough

New Zealand (except Hawke's Bay, Wanganui, Westland, Otago and Southland) Painters and Decorators, Glaziers and Signwriters Industrial Union of Workers – Canterbury Branch

J. D. Johnson

Lion Breweries Limited

J. R. Beck

Westland Breweries Limited

M. J. Adams

The Canterbury (New Zealand Malting Company Limited)

H. P. Kearney

D.B. South Island Brewery Limited

M. J. Adams

Under the Industrial Relations Act 1973

THE NELSON, CANTERBURY, WESTLAND AND OTAGO AND SOUTHLAND INDUSTRIAL DISTRICTS 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 tradesmen and fitters mates employed by Lion Breweries Limited, Westland Breweries Limited, D.B. South Island Brewery Limited and the Canterbury (N.Z.) Malting Co. Limited, Heathcote, in the Nelson, Canterbury, Westland and Otago and Southland Industrial Districts.

REMUNERATION

2. (i) Wages – The following shall be the rates of wages payable:

	Per Hour
	Cents
Registered electricians	473.5
Factory engineers, carpenters, painters ..	445.0
Fitters mates (provided that not less than the existing wage rate relationship to the factory engineer's rate in any brewery shall be maintained)	394.73

(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	13 cents per hour
Trades Certificate	15.5 cents per hour
Advanced Trade Certificate	15.5 cents per hour
Electrician with 2nd Advanced	
Trade Certificate	7.75 cents per hour
Limited Electrical Registration	\$2.60 per week

Note:

- (1) The rate of wages for registered electricians in sub-clause (i) includes the rates for indenture and trades certificate prescribed in this sub-clause.
- (2) The 4.5% General Increase of 3 September 1979 has been incorporated into all rates of remuneration and allowances prescribed in 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	8 cents per hour
After 1 year	13 cents per hour
After 2 years	16 cents per hour
After 3 years	18 cents per hour
After 4 years	22 cents per hour
After 5 years	25 cents per hour
After 9 years	26 cents per hour

(iv) Industrial Allowance — An industrial allowance of 5.2 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 New Zealand Factory Engineers' Award, 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 9.2 cents per hour additional to the ordinary rate shall be made. While this payment continues as part of this Agreement no further payment shall be required to be made in terms of the above award provisions.

(vi) Meal Money — Meal money of \$2.40 per meal shall be paid in accordance with the terms of the appropriate award.

(vii) Travelling Reimbursement — Having regard to the working hours required for 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 65 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 sub-clause shall continue to receive such existing payments and shall not be entitled to the payment prescribed by this sub-clause.

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 sub-clause 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 sub-clause shall not be applicable.

ANNUAL HOLIDAYS

3. The further week of annual holiday prescribed by the worker's award shall apply upon completion of six 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.

OUT OF POCKET EXPENSES REIMBURSEMENT

5. (a) Overnight Allowance — A worker who is required to be absent from his home overnight shall be provided with suitable accommodation and meals at the employers expense and shall be paid an overnight allowance of \$5.20 per night.

(b) Smoko Allowance — Workers required to work away from Brewery or Bottling Plant premises or company premises and who are unable to return for smokos shall receive 58 cents for each separate smoko.

CONDITIONS OF WORK PAYMENT

6. For maintenance work inside a bottle washer or a tunnel pasteuriser and for stripping or entering tar handling systems a worker shall be paid 17.3 cents per hour extra.

(This allowance shall not be cumulative with the allowance presented in Section 1 of the second schedule "Conditions of Work Payments" — Factory Engineers' Award).

AWARD PROVISIONS

7. The provisions of the New Zealand Factory Engineers Award, or of the Marlborough, Nelson, Westland and Canterbury Electrical Workers (other than Electrical Contractors Employees) Award, or of the New Zealand (with exceptions) Building and Related Industry Tradesmens and Other Workers Award, or of the New Zealand (except Hawke's Bay and Wanganui Districts, and Otago and Southland) Painters and Decorators Award, each as at presently in force and which prescribe general terms and conditions of employment of the various tradesmen covered by this Collective Agreement shall apply, except where the Collective Agreement makes variations or conditions to those provisions to prescribe specific terms and conditions of employment to apply in Breweries and the Canterbury (New Zealand) Malting Company Limited.

TERM OF AGREEMENT

8. This agreement shall come into force on 19 December 1979 and shall continue in force until 18 December 1980.

Dated at Christchurch this 24th day of January 1980.

New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades' Industrial Union of Workers — Christchurch Branch

R. G. Todd

New Zealand Carpenters and Related Trades' Industrial Union of Workers — Christchurch Branch

J. E. Clough

New Zealand (except Hawke's Bay, Wanganui, Westland, Otago and Southland Districts) Painters and Decorators, Glaziers and Signwriters Industrial Union of Workers — Canterbury Branch

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H. P. Kearney

D.B. South Island Brewery Ltd

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.

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 Court observes that the agreement purports to cover electricians in the Nelson, and Otago and Southland Industrial Districts. In the absence of the Nelson, Marlborough Electrical Trades Industrial Union of Workers and the Otago and Southland Electrical Workers Industrial Union of Workers being party to the agreement, the Court expresses no concluded view respecting the validity of the agreement covering these industrial districts insofar as electricians are concerned.

(L.S.)

D. S. Castle, Judge.