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New Zealand Brewery Industry Engine Drivers – Collective Agreement (Voluntary)

Dated 30/7/80

Note: See Clause 17 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 New Zealand Brewery Industry Engine Drivers dispute of interest between Leopard Breweries Limited, Dominion Breweries Limited, Lion Breweries Limited, Employer Members of the Brewers' Association of New Zealand Industrial Sub-Committee and New Zealand Engine Drivers, Firemen, Greasers and Assistants 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 30th day of July 1980.

(L.S.)

D. S. Castle, Judge

Section 65 (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 New Zealand Brewery Industry Engine Drivers' voluntary settlement between Leopard Breweries Limited Dominion Breweries Limited Lion Breweries Limited Employer Members of the Brewers' Association of N.Z. Industrial Sub-Committee and: N.Z. Engine Drivers, Firemen, Greasers and Assistants Industrial Union of Workers

To: The Registrar Arbitration Court of New Zealand.

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 Auckland this 18th day of April 1980.

Signed for and on behalf of: Employer parties

W. R. C. Gardiner, Authorised Agent

Signed for and on behalf of: N.Z. Engine Drivers, Firemen, Greasers and Assistants Industrial Union of Workers

G. H. Andersen

G. Hogarth

NEW ZEALAND BREWERY ENGINE DRIVERS COLLECTIVE AGREEMENT 1979/80

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This Agreement shall apply to Engine Drivers, Boiler Attendants and Greasers employed at all breweries in New Zealand.

RELATIONSHIP WITH N.Z. ENGINE DRIVERS ETC. COLLECTIVE AGREEMENT

2. The terms and conditions of employment for Engine Drivers, Boiler Attendants and Greasers shall be in accordance with the N.Z. Engine Drivers, etc Collective Agreement and with this Agreement: Provided that in case of conflict, the terms of this Agreement shall prevail.

RATES OF PAY

3. The rates of pay of workers covered by this Agreement shall be:

	¢ per hour
Worker holding 1st Class Engine Drivers' Certificate ..	458
Worker holding 2nd Class Engine Drivers' Certificate who has had not less than 4 years (8000 hrs) experience on refrigeration plant and who operates refrigeration machinery of over 400 tons capacity	458
Worker holding 2nd Class Engine Drivers' Certificate who operates refrigeration machinery	448.9
Worker holding 2nd Class Engine Drivers' Certificate ..	445
Greaser	422.2

SAVING

4. Where because of past practice a worker is presently paid more than the rates provided in this Agreement, he shall not have his rate reduced but shall continue to be paid at the old rate until this is caught up by the appropriate rate in future national agreements.

INDUSTRIAL ALLOWANCE

5. An industrial allowance of 5.2 cents per hour extra shall be paid for each hour worked, as recognition of work conditions inherent in the industry, such as noise, broken glass, wet conditions, cleaning materials, etc.

The allowance shall be included in the hourly rates for the computation of overtime.

DISABILITY ALLOWANCE

6. A disability payment as defined in the Brewery Industry Tradesmen and Associated Workers Voluntary Agreement, of 9.2 cents per hour additional to the ordinary rate shall be paid to employees covered by this Agreement.

FREEZING CHAMBERS

7. Workers employed in freezing chambers where the temperature is below minus 1.1° Celsius (30° Fahrenheit) shall be paid 8.36¢ per hour while so engaged with a minimum payment of 33¢ per day.

TOOL ALLOWANCE

8. Tool allowance shall be paid as prescribed in Clause 11(g) of the N.Z. Engine Drivers etc Collective Agreement, but the rate shall be 2 cents per hour worked.

MEAL MONEY

9. Meal money shall be paid on the occasions specified in Clause 13 of the N.Z. Engine Drivers etc Collective Agreement but the rate shall be \$2.40 per meal.

SERVICE ALLOWANCE

10. The following shall be the rates of service allowance payable for continuous service with the same Employer: NOTE These rates are not cumulative.

After 6 months	8¢ per hour
After 1 year	13¢ per hour
After 2 years	16¢ per hour
After 3 years	18¢ per hour
After 4 years	22¢ per hour
After 5 years	25¢ per hour
After 9 years	26¢ per hour

TRAVELLING TIME

11. All workers required to start or cease work between and including the hours of 11.00 p.m. and 7.00 a.m. shall be paid travelling time at ordinary rates. The application of travelling time is limited to 4.8 kilometres or one hour in the case of each worker reckoning the time occupied as being at the rate of 4.8 kilometres per hour. This Clause shall not apply where a worker is reasonably able to use public transport or where the worker lives less than half a mile from his place of work. If a conveyance free-of-charge is provided for the worker by the Employer, he shall not be entitled to payment of travelling time under this Clause.

SHIFT ALLOWANCE

12. A shift allowance of \$3.02 per shift shall be paid for each morning and afternoon shift worked, and \$4.00 for each night shift worked.

DOMESTIC LEAVE

13. After 12 months' continuous service with the same employer, on production of a medical certificate, leave on ordinary pay of up to three (3) 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 care.

ANNUAL HOLIDAYS

14. The fourth week's annual holiday prescribed by the workers' award shall apply upon completion of six years continuous service with the same employer and not ten years as prescribed by the award.

UNION DUES

15. By arrangement with the worker, the employer shall deduct weekly from the wages of every worker, the appropriate amount of Union membership subscriptions payable by the worker, such amounts, together with a list of persons from whom deductions were made to be remitted to the Union office at regular monthly intervals. If no wages have been earned in any week, no dues are required to be paid in respect of that week.

EXCLUSION OF GENERAL INCREASE

16. (a) The General Wage Order of the Arbitration Court dated 3 July 1978 and all previous General Wage Orders, Cost of Living Orders, Cost of Living Allowances, have been incorporated into the rates and payments set out in this agreement and shall not be added to the payments shown.

(b) The rates of remuneration determined by this collective agreement are not to be increased by the application of the provisions of the 4.5 per cent increase payable on and from 3 September 1979 provided by the Remuneration (General Increase) Regulations 1979.

TERM OF AGREEMENT

17. This Agreement shall come into force on 19 December 1979 and shall remain in force until 18 December 1980.

Signed for and on behalf of the Brewing Industry Employers

W. R. C. Gardiner

Signed for and on behalf of: The N.Z. Engine Drivers, Firemen, Greasers and Assistants' Industrial Union of Workers

G. H. Andersen

G. Hogarth

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.

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.)

D. S. Castle, Judge.