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**Wellington and Taranaki Industrial
Districts Brewery Industry Factory
Engineers — Collective Agreement
(Voluntary)**

Dated 19/3/80

NOTE: See Clause 9 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 Wellington and Taranaki Industrial Districts Brewery Factory Engineers Dispute of Interest between the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers and Lion Breweries Limited, Wellington and Palmerston North, Dominion Breweries Limited, New Plymouth and Mangatainoka and Leopard Brewery Limited, Hastings.

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 19th day of March 1980.

(L.S.)

J. R. P. Horn, Judge.

Sections 65 and 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 Engineering Workers in Breweries in the Wellington and Taranaki Industrial Districts Dispute of Interest between the Brewers' Association of New Zealand (Inc) and the Wellington Branch of the New Zealand Engineering, Coachbuilding, Motor, Aircraft and Related Trades Industrial Union of Workers.

To the Registrar of the Arbitration Court:

We hereby submit to you a signed copy of the terms of a 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 Wellington this 13th day of February 1980.

Signed for and on behalf of:

New Zealand Engineering Union (Wellington Branch):

Brewers' Association of N.Z. (Inc.)

Industrial Sub Committee representing:
Lion Breweries Limited, Wellington and Palmerston North.
Dominion Breweries Limited, New Plymouth and Mangatainoka.
Leopard Brewery Limited, Hastings.

Under the Industrial Relations Act 1973

**WELLINGTON AND TARANAKI INDUSTRIAL DISTRICTS
BREWERY FACTORY ENGINEERS — TERMS OF VOLUNTARY
SETTLEMENT UNDER SECTION 66 OF DISPUTE OF INTEREST**

INDUSTRY AND LOCALITY TO WHICH AGREEMENT APPLIES

1. (a) This agreement shall apply to engineering workers employed by breweries in the Wellington and Taranaki Industrial Districts.

(b) The New Zealand Factory Engineers Award shall cover any matter not specifically covered in this Agreement.

REMUNERATION

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

	Per Hour Cents
Factory Engineers	445.0
Fitters Mates (provided that not less than the existing wage rate relationship to the factory engineers rate in any brewery shall be maintained)	394.73

NOTE: The 4.5% General Increase of 3 September 1979 has been incorporated into all rates of remuneration and allowances prescribed in this Agreement.

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

Indenture	13c per hour
Trades Certificate	15.5c per hour
Advanced Trade Certificate	15.5c per hour

All other payments for additional skills etc. shall remain, payable in accordance with the Factory Engineers Award.

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

After 6 months	8c per hour
After 1 year	13c per hour
After 2 years	16c per hour

After 3 years	18c per hour
After 4 years	22c per hour
After 5 years	25c per hour
After 9 years	26c per hour

(iv) Industrial Allowance — An industrial allowance of 5.2c 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 11 (i) 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 9.2c 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 \$2.40 per meal shall be paid in accordance with the terms of the Factory Engineers 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 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 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 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.

DOMESTIC LEAVE

3. 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 care.

SICK LEAVE

4. (a) Sick leave of ten days per year will be accumulative after one year's service to a maximum of thirty days.

(b) Uncertified sick leave will remain at one day only.

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 Depot 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).

STOP-WORK MEETING

7. Subject to production not being impeded one paid stop-work meeting of up to 2 hours duration for the election of Union Delegate may be held in each year at a time and place to be mutually agreed upon between the employer and the Union.

SERVICE HOLIDAY

8. Upon completion of six years continuous service with the same employer, each worker shall, for the sixth and subsequent years, be entitled to an annual holiday of four weeks instead of three weeks paid on the basis of his/her average weekly earnings during the year in respect of which he/she has become entitled to the holiday. Notwithstanding the foregoing the holiday pay of a worker in respect of any period of his/her annual holiday shall in any event be at a rate not less than the rate of his/her ordinary pay at the date when he/she begins to take that period of his/her holiday.

TERM OF THE AGREEMENT

9. This agreement shall come into force on the 19th day of December 1979 and shall continue in force until the 18th day of December 1980.

Dated at Wellington this 13th day of February 1980.

Signed for and on behalf of:

New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers (Wellington Branch):

Brewers' Association of New Zealand:

Industrial Sub Committee representing:

Lion Breweries Limited, Wellington and Palmerston North.

Dominion Breweries Limited, New Plymouth and Mangatainoka.

Leopard Brewery Limited, Hastings.

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.)

J. R. P. Horn, Judge.