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

Dated 9/2/81

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Note: See clause 11 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 Industry Factory Engineers dispute of interest between the Brewers Association of New Zealand (Inc) Representing Lion Breweries Limited, Dominion Breweries Limited and Leopard Breweries Limited and the New Zealand Engineering, Coach-building, Aircraft, Motor and Related Trades 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 9th day of February 1981.

(L.S.)

J. R. P. Horn, Judge

Sec 65 and 66

Form 5

Reg 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) Representing Lion Breweries Limited, Dominion Breweries Limited and Leopard Breweries Limited and the New Zealand Engineering, Coach-building, Aircraft, Motor 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 65 of the Industrial Relations Act 1973, for registration by the Arbitration Court as a Collective Agreement.

Dated at Wellington this 16th day of December, 1980.

Signed for and on behalf of:

New Zealand Engineering Union (Wellington Branch)

W. A. Broughton (Authorised Agent)

Brewers' Association of New Zealand Representing: Lion Breweries Limited, Dominion Breweries Limited, Leopard Breweries Limited,

C. E. D. Barnes (Authorised Agent)

## Under the Industrial Relations Act 1973

WELLINGTON AND TARANAKI INDUSTRIAL DISTRICTS  
BREWERY FACTORY ENGINEERS – TERMS OF VOLUNTARY  
SETTLEMENT UNDER SECTION 65 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:

	C.P.H.
Factory Engineers .....	533.0
Fitters Mates (provided that not less than the existing wage rate relationship to the factory engineer's rate in any brewery shall be maintained) .....	472.8

Note: The rates of remuneration prescribed herein are not to be increased by the application of the provisions of the General Increase provided by the Remuneration (General Increase) Regulations 1980.

## (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:

	C.P.H.
Indenture .....	16
Trades Certificate .....	18.3
Advanced Trade Certificate .....	18.3

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:

	C.P.H.
After six months .....	9.5
After one year .....	16
After two years .....	20
After three years .....	23.6
After four years .....	27.4
After five years .....	31.2
After nine years .....	32

## (iv) Industrial Allowance

An industrial allowance of 6.1 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 12 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 \$2.84 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 95 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 in this sub clause shall continue to receive such existing payments and shall not be entitled to the payment prescribed in 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.

## SHIFTS

3. Where workers are employed on shifts these shall be worked in accordance with Clause 9 of the New Zealand Factory Engineers' Award.

Where two or three shifts per day are worked, a worker required to rotate or alternate his shift shall be paid \$3.56 for each shift worked in addition to ordinary rates.

A worker employed on afternoon shifts shall, while so employed be paid \$3.56 for each afternoon shift worked in addition to ordinary rates.

A worker employed on night shift shall, while so employed, be paid \$4.72 for each night shift worked in addition to ordinary rates.

For the purpose of this sub clause, an afternoon shift means any shift commencing after 12 noon and finishing at or before midnight and a night shift means any shift finishing subsequent to midnight and at or before 8.00 a.m.

## DOMESTIC LEAVE

4. Additional to sick leave entitlement, after twelve 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 (or an employee in a stable de facto relationship) 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.

#### SICK LEAVE

5. (a) Sick leave of ten (10) 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

##### 6. (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 \$6.14 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 68 cents for each separate smoko.

#### CONDITIONS OF WORK PAYMENT

7. For maintenance work inside a bottle washer or a tunnel pasteuriser and for stripping tar handling systems, a worker shall be paid 20.4 cents per hour extra.

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

#### STOP-WORK MEETINGS

8. (i) Subject to production not being impeded one paid stop-work meeting of up to two 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.

(ii) In addition to the stop-work meeting described in Clause 8 (i), workers during the term of this Agreement shall be entitled to a total of four hours leave without loss of ordinary pay to attend stop work meetings authorised by the District Secretaries of the Unions concerned. This entitlement shall be subject to normal production not being impeded and all other conditions of Clause 59 of the N.Z. Factory Engineers' Award.

#### DELEGATES

9. During the term of this agreement, Union delegates recognised by the employer shall be entitled to a maximum of 12 hours leave without loss of ordinary pay to attend bona fide delegates' meetings. Payment for such meetings shall be conditional on the employer receiving prior written notification from the District Secretary of the delegate's Union.

## ANNUAL/SERVICE HOLIDAY

10. 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 (4) weeks instead of three (3) 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 he/she begins to take that period of his/her holiday.

## TERM OF AGREEMENT

11. This Agreement shall come into force on the 19th day of December 1980 and shall continue in force until the 18th day of November 1981.

Dated at Wellington this 16th day of December 1980.

Signed for and on behalf of:

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

W. A. Broughton (Authorised Agent)

Brewers' Association of New Zealand Representing: Lion Breweries Limited, Dominion Breweries Limited, Leopard Breweries Limited,

C. E. D. Barnes (acting as Agent)

## 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.

The parties' settlement for a shortened term has the Court's Consent pursuant to section 92 (2) of the Industrial Relations Act 1973 and Regulation 6 (3) of the Wage Adjustment Regulations 1974.

(L.S.)

J. R. P. Horn, Judge