Please post in a Conspicuous Place accessible to Workers

Southern Bottlers Limited Clerical Employees — Collective Agreement (Voluntary)

Dated 22/9/81

NOTE: See clause 7 herein for the date on which rates of wages come into force.

Published and issued by the Arbitration Court of New Zealand

9900

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 Southern Bottlers Limited Clerical Employees Dispute of Interest between the Canterbury Clerical Workers Industrial Union of Workers and Southern Bottlers 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 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 22nd day of September 1981.

(L.S.)

Sections 65 and 66

D. S. Castle, Judge.

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 clerical employees of Southern Bottlers Limited, Brightlings Road, Christchurch, dispute of interest between the Canterbury Clerical Workers Industrial Union of Workers, P.O. Box 13-366, Armagh, Christchurch, and Southern Bottlers Limited, Brightlings Road, Christchurch.

To the Registrar of the Arbitration Court:

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 Christchurch this 5th day of August 1981.

Signature of Parties:

Authorised Agent of the Canterbury Clerical Workers Inustrial Union of Workers:

I D. Shannon.

Authorised Agent of Employer:

2

9901

CLAUSE 1: APPLICATION OF AGREEMENT

This Agreement shall apply to the Canterbury Clerical Workers Industrial Union of Workers, the clerical workers employed by Southern Bottlers Limited, Christchurch.

CLAUSE 2: DEFINITIONS

- 2.1 For the purposes of this agreement the term "part-time shift worker" shall apply to part-time workers employed on shift work in connection with data-processing.
- 2.2 All other terms shall have the same meaning as those prescribed by the New Zealand Clerical Workers Award in force from time to time.

CLAUSE 3: PART-TIME SHIFT WORKERS

- 3.1 The ordinary hours of work of any part-time shift worker covered by this clause shall not exceed six (6) hours in any one day or thirty (30) hours per week, Monday to Friday inclusive.3.2 The daily hours of work provided for in 3.1 shall be continuous from the
- 3.2 The daily hours of work provided for in 3.1 shall be continuous from the time of commencement during which, provided the workers will be working at least five hours on any shift, shall be allowed half an hour meal break in that shift without deduction from pay.
- 3.3 No worker shall be required to work for more than five hours without an uninterrupted break for a meal.
- 3.4 An interval of ten (10) minutes shall be allowed at no greater than two hourly intervals, during which workers may partake of refreshments on the premises. A hot drink of tea, coffee and cocoa shall be available at the employers expense.
- 3.5 Workers required to work overtime, or after 11 p.m. shall either be provided with a suitable meal by the employer or shall be allowed a meal allowance as prescribed in the Overtime Clause of the New Zealand Clerical Workers Award.
- 3.6 Except in cases of emergency, a worker shall not have his/her ordinary shift hours varied more than once in any week. A roster of shift hours shall be posted not less than two weeks in advance.
- 3.7 Where a worker is required to work between 11 p.m. on the one day and 7 a.m. on the following day, the employer shall provide transport to and from work by taxi. Alternatively the worker may choose to provide his/her own transport, in which case they will be reimbursed for mileage from home to work and return, at the mileage rate allowance as set by the State Services Commission from time to time. Where a worker chooses to provide his/her own transport, the employer shall provide parking facilities at work.

CLAUSE 4: COMPUTER OPERATORS' HEALTH AND SAFETY

- 4.1 In recognition that the health and safety aspects of computer based systems are subject to continuing research the following minimum standards shall apply:
- 4.2 The employer will arrange for eye tests to be carried out on all V.D.U. Operators by a qualified eye specialist at the commencement of operating the units. Employees with unsuitable eyesight or other medical difficulties will not be required to become full-time operators and if necessary will be re-deployed.

- 4.4 Regular eye tests SHALL be applied to all operators ANNUALLY with the employer bearing all costs incurred as a direct consequence of the equipment.
- 4.4 Adequate rest breaks shall be allowed with the intention that working methods and jobs will be so organised that no employee will work at a screen for more than 50 minutes in each hour.
- 4.5 Every care is to be taken to avoid hazards, both in the siting and operation of a system, with particular regard to the reduction of glare, noise, source documents position, ventilation, adjustable chairs, and tinted windows or adequate curtaining where necessary. The employer will consult with the Union to ensure health and safety standards can be mutually agreed on.

CLAUSE 5: DEDUCTION OF UNION SUBSCRIPTION

- 5.1 In accordance with the unqualified preference clause contained in the New Zealand Clerical Workers Award the employer shall deduct the sum of the union subscription from the wages of clerical workers in his employ on a weekly or fortnightly basis.
- 5.2 Deductions shall commence from the first pay the worker received after commencement of employment and shall continue until the worker ceases employment.
- 5.3 The rate of the Union subscription shall be advised to the employer prior to the time of commencement of this Agreement by the Union, and the Union shall advise the employer of any subsequent alteration to the rate. All such advice shall be in writing.
- 5.4 The Union shall supply to the employer staff deduction lists duly completed with the names and residential addresses of the workers and the employer shall delete the names of workers no longer in his employ and add any new workers' names and residential addresses for whom deductions are being made.
- 5.5 The employer shall remit all moneys collected and forward the staff deduction list by the 20th day of the month following the months for which the deduction was made.
- 5.6 The Union shall supply a receipt to the employer for all moneys received and forward this along with a new staff deduction list each month following receipt of the remittance from the employer.

CLAUSE 6: GENERAL

6.1 Except as herein modified, the terms of employment of all workers bound by this agreement shall be in accordance with the terms and conditions of the New Zealand Clerical Workers Award in force from time to time.

CLAUSE 7: TERM OF AGREEMENT

7.1 This agreement shall come into force on the 1st day of May 1981 and continue in force until the 30th day of April 1984.

For Southern Bottlers Limited:

For Canterbury Clerical Workers Industrial Union of Workers:

D. Shannon.

9903

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.

(L.S.)

D. S. Castle, Judge.

P. D. HASSELBERG, GOVERNMENT PRINTER, WELLINGTON, NEW ZEALAND - 1981

71215/L.S.