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**NORTHERN INDUSTRIAL DISTRICT
BREWERY TRADESMEN AND
ASSOCIATED WORKERS —
COMPOSITE AGREEMENT**

Dated 9/6/82

Note: See clause 10 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 Northern Industrial District Brewery Tradesmen and Associated Workers Dispute of Interest between the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers; the New Zealand (except Canterbury and Westland) Electrical, Electronics and Related Trades Industrial Union of Workers; New Zealand Plumbers' and Gasfitters' 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, Decorators, Glaziers and Signwriters Industrial Union of Workers AND Lion Breweries Limited and Dominion Breweries Limited.

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 9th day of June 1982.

(L.S.)

N. P. Williamson, 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 Northern Industrial District between N.Z. Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers; The New Zealand (except Canterbury and Westland) Electrical, Electronics and Related Trades Industrial Union of Workers; New Zealand Plumbers' and Gasfitters' 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 Decorators, Glaziers and Signwriters Industrial Union of Workers and Lion Breweries Limited and Dominion Breweries Limited.

To the Registrar, Arbitration Court, Wellington:

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

66 of the Industrial Relations Act 1973 for registration by the Arbitration Court as a Collective Agreement.

Dated at Auckland this 30th day of April 1982.

Signed for and on behalf of:

N.Z. Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers:

J. Butterworth

The New Zealand (except Canterbury and Westland) Electrical, Electronics and Related Trades Industrial Union of Workers:

J. F. Taylor

New Zealand Plumbers' and Gasfitters' and Related Trades' Industrial Union of Workers:

G. M. Page

New Zealand Carpenters' and Related Trades' Industrial Union of Workers:

P. Purdue

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

G. Glover

Lion Breweries Limited:

R. S. De Witt

Dominion Breweries Limited:

M. J. Adams

Section 66

Regulation 9

UNDER THE INDUSTRIAL RELATIONS ACT 1973

NORTHERN INDUSTRIAL DISTRICT BREWERY TRADESMEN AND ASSOCIATED WORKERS — TERMS OF VOLUNTARY SETTLEMENT UNDER SECTION 66 OF DISPUTE OF INTEREST

A R R A N G E M E N T

Clause

Number

Title

- 1 Industry and Locality to which Agreement Applies
- 2 Remuneration
- 3 Annual Holidays
- 4 Domestic Leave
- 5 Conditions of Work Payment
- 6 Stopwork Meetings
- 7 Delegates
- 8 Smoko and Lunch Allowances
- 9 Overnight Allowance
- 10 Term of Agreement

INDUSTRY AND LOCALITY TO WHICH AGREEMENT APPLIES

1. This Agreement shall apply to all tradesmen and associated workers employed by breweries in the Northern Industrial District.

REMUNERATION

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

	Per Hour Cents
Registered electricians and registered plumbers	670.0

	Per Hour Cents
Factory engineers, carpenters, painters and plumbers	630.0
Fitters mates	558.8
(Provided that not less than the existing wage rate relationship to the factory engineer's rate in any brewery shall be maintained.)	

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

Indenture	18.5 cents per hour
Trades Certificate	21.5 cents per hour
Advanced Trades Certificate	21.5 cents per hour

NOTES (1) The rate of wages for registered electricians and registered plumbers in subclause (i) includes the rates for indenture and trades certificate prescribed in this subclause.

(2) The rates of remuneration prescribed herein are NOT to be increased by the application of the provisions of the General Order of the Arbitration Court made under the Economic Stabilisation (Cost-of-Living Increase) Regulations 1980.

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

After 6 months	11.0 cents per hour
After 1 year	18.5 cents per hour
After 2 years	23.1 cents per hour
After 3 years	27.5 cents per hour
After 4 years	32.0 cents per hour
After 5 years	36.5 cents per hour
After 6 years	41.0 cents per hour
After 9 years	42.0 cents per hour.

(iv) Industrial Allowance: An industrial allowance of 8 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 8 (Disabilities) of the New Zealand (except Canterbury and Westland) 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 17 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 \$3.40 per meal shall be paid in accordance with the terms of the appropriate award.

(vii) Travelling Reimbursement: Having regard to the working hours required 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 \$1.20 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 subclause on that occasion.

Where any worker elects to utilise any other award or agreement provisions relating to travelling time or travelling reimbursement (other than for call back situations) then the payment specified in this subclause shall not be applicable.

(viii) Shifts:

Where workers are employed on shifts these shall be worked in accordance with clause 9 of the new Zealand Factory Engineers' Award and clause 11 of the New Zealand Electrical Workers' (Maintenance) Award.

Where two or three shifts per day are worked, a worker required to rotate or alternate his shift shall be paid \$4.11 for each shift worked in addition to ordinary rates.

A worker employed on afternoon shifts shall, while so employed be paid \$4.11 for each afternoon shift worked in addition to ordinary rates.

A worker employed on night shift shall, while so employed, be paid \$5.45 for each night shift worked in addition to ordinary rates.

For the purpose of this subclause, 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.

ANNUAL HOLIDAYS

3. The further week of annual holiday prescribed by the Workers' Award shall apply upon completion of six years' continuous service with the same employer and not eight years as prescribed by such award.

DOMESTIC LEAVE

4. 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 with 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.

CONDITIONS OF WORK PAYMENT

5. For maintenance work inside a bottle washer or a tunner pasteuriser and for stripping or entering tar handling systems a worker shall be paid 23.6 cents per hour extra. (This allowance shall not be cumulative with the allowance presented in Section 1 of the Second Table "Conditions of Work Payments" — Factory Engineers' Award.)

STOP-WORK MEETINGS

6. (i) Subject to production not being impeded one paid stopwork 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 stopwork meeting described in clause 6(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 stopwork 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 60 of the N.Z. Factory Engineers' Award.

DELEGATES

7. 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.

OUT OF POCKET EXPENSES REIMBURSEMENT

SMOKO AND LUNCH ALLOWANCES

8. (i) Workers required to work away from Brewery or Bottling Plant premises and unable to return for smokos shall receive 78 cents for each separate smoko.

(ii) Workers required to work away from Brewery or Bottling Plant Premises and unable to return for lunch shall receive \$3.40 for each separate lunch.

OVERNIGHT ALLOWANCE

9. A worker who is required to be absent from his home overnight shall be provided with suitable accommodation and meals at the employer's expense and shall be paid an overnight allowance of \$7.09 per night.

TERM OF AGREEMENT

10. This Agreement shall be deemed to have come into force on 19 November 1981 and this Agreement shall continue in force until 18 November 1982.

Dated at Auckland this 30th day of April 1982.

Signed for and on behalf of:

N.Z. Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers:

J. Butterworth

The New Zealand (except Canterbury and Westland) Electrical, Electronics and Related Trades Industrial Union of Workers:

J. F. Taylor

New Zealand Plumbers' and Gasfitters' and Related Trades' Industrial Union of Workers:

G. M. Page

New Zealand Carpenters' and Related Trades' Industrial Union of Workers:

P. Purdue

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

G. Glover

Lion Breweries Limited:

R. S. De Witt

Dominion Breweries Limited:

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.

(L.S.)

N. P. Williamson, Judge.