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

Dated 24/5/82

Note: See clause 19 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 the Dominion Breweries Limited, Lion Breweries Limited and Leopard Breweries Limited AND the 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 24th day of May 1982.

(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 NZ Brewery Industry Engine Drivers Collective Agreement between Dominion Breweries Ltd, Lion Breweries Ltd & Leopard Breweries Ltd and The NZ Engine Drivers, Firemen, Greasers and Assistants Industrial Union of Workers.

To: The Registrar, Arbitration Court of New Zealand, 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 65 of the Industrial Relations Act 1973, for registration by the Arbitration Court as a Collective Agreement.

Dated at Auckland this 31st day of March 1982.

Signed for and on behalf of: Dominion Breweries Ltd, Lion Breweries Ltd and Leopard Breweries Ltd:

R. Bate, Authorised Agent

Signed for and on behalf of: The NZ Engine Drivers, Firemen, Greasers & Assistants Industrial Union of Workers:

G. H. Andersen

G. Hogarth, Authorised Agents

**NEW ZEALAND BREWERY INDUSTRY ENGINE DRIVERS
COLLECTIVE AGREEMENT**

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This Agreement shall apply to Engine Drivers, Boiler Attendants and Greasers employed at Dominion Breweries Ltd, Lion Breweries Ltd and Leopard Breweries Ltd throughout New Zealand.

MATTERS NOT PROVIDED FOR

2. With the exception of the matters provided for specifically herein the terms and conditions of the NZ Engine Drivers, Boiler Attendants, Firemen and Greasers Award dated 4 March 1981 shall apply for the term of this Agreement provided that any remuneration items applicable from that award shall be increased by the effect of the 5% General Increase of 11 June 1981 and then by a further 10%. In the case of any conflict between the provisions of the award and of this Agreement the provisions of this Agreement shall prevail.

RATES OF PAY

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

	Job Rate	Certificate	Total
	c.p.h.	c.p.h.	c.p.h.
Worker holding 1st Class Engine Drivers Certificate	616.5	32.0	648.5
Worker holding 2nd Class Engine Drivers Certificate	616.5	13.5	630.0

The above rates are to be included in the computation of overtime and preserve the existing relativities for Engine Drivers while identifying part of the rate as being in respect of Engine Driver Certificates of competency.

Worker holding 2nd Class Engine Drivers Certificate who has had not less than 4 years' (8,000 hours) experience on refrigeration plant and who operates refrigeration machinery of over 400 tons capacity shall be paid as for a 1st Class Certificate holder

Worker holding 2nd Class Engine Drivers Certificate who operates refrigeration machinery shall be paid 8.3 cents per hour in excess of the above rate for 2nd Class Engine Drivers

Greaser		599.3
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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 8 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 17 cents per hour additional to the ordinary rate shall be paid to employees covered by this Agreement.

CHANGEOVER

7. The time spent by Boiler and Engine Room Attendants in changeover shall be 15 minutes per shift; such time to be paid at the appropriate overtime rates. This provision is in substitution for the changeover provision contained in Clause 5 (c) of the NZ Engine Drivers etc Award dated 4 March 1981.

OVERTIME

8. The provisions of Clause 6 (B) of the NZ Engine Drivers etc Award dated 4 March 1981 shall apply except that the minimum break required shall be 9 hours.

FREEZING CHAMBERS

9. Workers employed in freezing chambers where the temperature is below minus 1.1° Celsius (30° Fahrenheit) shall be paid 14.3 cents per hour while so engaged with a minimum payment of 58 cents per day.

TOOL ALLOWANCE

10. Tool allowance shall be paid as prescribed in Clause 26 (g) of the NZ Engine Drivers etc Collective Agreement, but the rate shall be 3 cents per hour worked.

MEAL MONEY

11. Meal money shall be paid on the occasions specified in Clause 9 of the NZ Engine Drivers etc Award dated 4 March 1981 but the rate shall be \$3.40 per meal.

SERVICE ALLOWANCE

12. The following shall be the rates of service allowance payable for current continuous service with the same Employer:

Note: These rates are not cumulative

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

TRAVELLING ALLOWANCE

13. All workers required to start or cease work between and including the hours of 11.00 pm and 7.00 am shall be paid travelling allowance at ordinary rates. The application of travelling allowance 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 allowance under this Clause.

SHIFT ALLOWANCE

14. A shift allowance of \$5.00 per shift shall be paid for each morning and afternoon shift worked, and \$5.00 for each night shift worked.

DOMESTIC LEAVE

15. 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 (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 care.

ANNUAL HOLIDAYS

16. 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

17. 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.

THE ECONOMIC STABILISATION (COST-OF-LIVING INCREASE) REGULATIONS 1980

18. The rates of remuneration determined by this Collective Agreement 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.

TERM OF AGREEMENT

19. This Agreement shall come into effect on 19 December 1981 and shall remain in force until 18 December 1982.

Signed for and on behalf of: Dominion Breweries Ltd. Lion Breweries Ltd and Leopard Breweries Ltd:

R. Bate, Authorised Agent

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

G. H. Andersen
G. Hogarth, Authorised Agents
31st March 1982

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