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

Dated 8/3/82

NOTE: See clause 11 herein for the date on which rates of wages come into force.

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 New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers and Lion Breweries Limited, Leopard Breweries Limited and D.B. Central Brewery 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 8th day of March 1982.

(L.S.)

J. R. P. Horn, Judge.

Section 65

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 engineering workers employed in breweries in the Wellington and Taranaki Industrial Districts, between the Wellington Branch of the New Zealand Engineering, Coachbuilding, Motor, Aircraft and Related Trades' Industrial Union of Workers and Lion Breweries Limited, Leopard Breweries Limited and D.B. Central Brewery 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 65 of the Industrial Relations Act 1973, for registration by the Court as a Collective Agreement.

Dated at Wellington this 10th day of February 1982.

Signed for and on behalf of N.Z. Engineering, Coachbuilding, Aircraft, Motor and Related Trades' Industrial Union of Workers (Wellington Branch):

B. J. Landers, Authorised Agent.

Signed for and on behalf of Lion Breweries Limited, Leopard Breweries Limited and D.B. Central Brewery Limited:
J. G. Woods, Authorised Agent.

Section 65

Regulation 9(4)

Under the Industrial Relations Act 1973

WELLINGTON AND TARANAKI INDUSTRIAL DISTRICTS
BREWERY FACTORY ENGINEERS' TERMS OF VOLUNTARY
SETTLEMENT UNDER SECTION 65 OF THE INDUSTRIAL
RELATIONS ACT 1973

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. (a) Wages— The following shall be the rates of wages payable:-

	Per Hour Cents
Factory engineers	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).

(b) Indenture, Trades' Certificate 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.

NOTE — The rates of remuneration prescribed herein are NOT to be increased by the application of the 5% General Wage Order effective from 11 June 1981.

(c) 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

(d) 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.

(e) Disability Provisions — In lieu of the intermittent application of the provisions of Clause 31(d) of the New Zealand 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.

(f) Meal Money — Meal money of \$3.40 per meal shall be paid in accordance with the terms of the appropriate award.

(g) 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.

SHIFTS

3. 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 (except Canterbury and Westland) Electrical Workers' 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.

DOMESTIC LEAVE

4. Additional to any 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 employer's expense and shall be paid an overnight allowance of \$7.09 per night.

(b) Smoko Allowance — Workers required to work away from the brewery or bottling plant premises or company depot and who are unable to return for smokos, shall receive 78 cents for each separate smoko.

(c) Lunch Allowance — Workers required to work away from the brewery or bottling plant premises and unable to return from lunch shall receive \$3.40 for each separate lunch.

CONDITIONS OF WORK PAYMENT

7. 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", New Zealand Factory Engineers' Award).

STOP-WORK MEETINGS

8. (a) 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.

(b) In addition to the stopwork meeting described in Clause 8(a), 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 59 of the New Zealand 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 when he/she begins to take that period of his/her holiday.

TERM OF AGREEMENT

11. This Agreement, insofar as the provisions relating to wages are concerned, shall come into force on 19 November 1981 and so far as all other provisions are concerned, it shall come into force on 21 December 1981. This Agreement shall remain in force until 18 November 1982.

Dated at Wellington this 10th day of February 1982.

Signed for and on behalf of New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades' Industrial Union of Workers (Wellington Branch).

B. J. Landers, Authorised Agent.

Signed for and on behalf of Lion Breweries Limited, Leopard Breweries Limited and D.B. Central Brewery Limited:

J. G. Wood, Authorised 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.

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.