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**Northern, Wellington, Canterbury, and
Otago and Southland Distillers,
Rectifiers, Compounders and Bottling
House Workers—Collective Agreement
(Conciliated)**

Dated 24/10/74

NOTE: See clause 28 herein for the date on which rates of wages come into force

NORTHERN, WELLINGTON, CANTERBURY, AND OTAGO AND SOUTHLAND DISTILLERS, RECTIFIERS, COMPOUNDERS, AND BOTTLING HOUSE WORKERS – REGISTERED COLLECTIVE AGREEMENT

In the Industrial Commission of New Zealand – In the matter of the Industrial Relations Act 1973; and in the matter of the Northern, Wellington, Canterbury, and Otago and Southland Distillers, Rectifiers, Compounders, and Bottling House Workers Dispute of Interest between the New Zealand Brewers, Bottlers, Bottlewashers and Aerated Water Employees Industrial Union of Workers, and the undermentioned:

NORTHERN INDUSTRIAL DISTRICT

Distillers Company N.Z. Limited, Orakei Road, Auckland.
 Gilbeys N.Z. Limited, Newmarket, Auckland.
 Hughes and Cossar Limited, Sturges Road, Henderson.
 New Zealand Distillery, Lion Place, Auckland.
 Seager Evans and Company Limited, Te Atatu.
 Sinclair, Alexander Limited, Te Atatu Road, Auckland.

WELLINGTON INDUSTRIAL DISTRICT

MacCarthy, T. G. Limited, Wanganui.
 McIlraith and Company Limited (Public Service Association), 140 Willis Street, Wellington.

CANTERBURY INDUSTRIAL DISTRICT

Ballins Industries Limited, 9 Byron Street, Christchurch.
 Bishop and Company Limited, Armagh Street, Christchurch.
 Fletcher Humphreys and Company Limited, Colombo Street, Christchurch.
 International Bottling Company, P.O. Box 2052, Christchurch.
 Kempthorne Prosser and Company's N.Z. Drug Company, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Powley, R. Limited, Hope Street, Dunedin.
 Wilson Distillers Limited, P.O. Box 636, Dunedin.

The Industrial Commission, having before it the terms of a conciliated settlement arrived at in the above-mentioned dispute of interest and notified to the Commission pursuant to the provisions of section 82 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the schedule 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 Industrial Commission has hereto been affixed, and the President of the Commission has hereunto set his hand, this 24th day of October 1974.

(L.S.)

G O. Whatnall, President.

ARRANGEMENT OF AGREEMENT

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SCHEDULE

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This agreement shall apply to all workers employed in connection with the distilling and redistilling, rectifying, compounding and blending of spirits, bottle in-production cleaning and filling, closing, labelling, canning or other type containing, packaging and cartoning or casing of wines and spirits, the palletising, stacking and unstacking and/or other handling of such products.

DEFINITIONS

2. (a) For the purpose of this agreement a "cooper" shall be deemed to be a worker employed as such in connection with the industry.

(b) For the purpose of this agreement a "shift worker" shall be deemed to be a worker who is employed under clause 4 of this agreement and outside the hours prescribed in clause 3 of this agreement.

(c) For the purpose of this agreement a "day" shall be deemed to be 24 hours from the usual time of commencing work; e.g., if a worker's starting time is 7 a.m. on the first working day of his working week, his second working day shall be deemed to commence at 7 a.m., and so on for that week.

The exception to the foregoing shall be when shifts are changed or commenced — when a special arrangement is made on the application of the workers and/or when an exception is made by the mutual consent of the parties which shall be ratified between the union's representative and the employer.

HOURS OF WORK

3. (a) The ordinary hours of work shall not exceed 40 hours in any one week, or eight hours in any one day, and except for shift workers under clause 4 of this agreement, shall be worked on Monday to Friday, both days inclusive, between the hours of 7 a.m. and 5 p.m. subject to the commencing hour for the first working day of the week continuing throughout that working week.

(b) In addition to meal periods a rest period of ten minutes without deduction of wages shall be allowed each morning and afternoon and after each two consecutive hours of overtime when workers are required to work for more than three consecutive hours' overtime: Provided that no rest period shall be allowable on cessation of work.

SHIFT WORK

4. (a) Eight consecutive hours shall constitute a shift and 40 hours a week's work. Where a worker is required to work for less than four shifts in any one week, such worker shall be paid at overtime rates: Provided that a worker may be employed to relieve a shift worker so long as he is paid not less than the shift rates. Except in bottling houses workers employed on shifts shall be paid the sum of 14.5 cents per hour in addition to the ordinary wage.

Shifts may be worked in bottling houses by men required for cleaning, servicing of machinery and equipment.

(b) All time worked in excess or outside of the ordinary shift hours shall be paid for at overtime rates, as prescribed in clause 7 of this agreement.

(c) Workers on shift work shall be allowed two smokos each not exceeding ten minutes and a crib time of at least 20 minutes during each shift, each without deduction from pay.

(d) Where it becomes necessary to work on a shift basis in any bottling store the local branch of the union and the employer concerned may negotiate rates of pay as the basis of a special agreement.

WAGES

5. (a) The following shall be the minimum rates of wages to be paid to the under-mentioned classes of workers:

			Per Week
			\$
(i) Distillery Workers:			
Chargehand mashman — chargehand stillman (Rate incorporates agreement "in charge" rate of specified in paragraph (iii) hereof)			\$3.08
Distillery process worker			79.98
All other workers			73.81
			72.00
(ii) Compounding and Bottling House Workers:			
			Second Step Equal Pay Payable on and from 1 Oct. 1974
	Males	Females	Females
	Per Week	Per Week	Per Week
	\$	\$	\$
For the first four months of employment with the same employer	71.30	59.88	62.74
Thereafter	72.00	60.48	63.36
(iii) A worker who is directed to exercise authority over and/or issue instructions to three or more workers or a worker who is responsible for			

the dispatch and records of a bottle store shall receive not less than \$3.08 per week above the appropriate rates prescribed in this agreement. In lieu of this payment of \$3.08 per week a worker who is directed to relieve such a worker shall be paid 62 cents extra per day or part of a day he is so employed and this allowance shall be included in the daily wages for overtime purposes.

- (iv) A worker in a bottling store directed to operate an automatic bottle-filling machine or an automatic labeller of an hourly output of 250 dozen or more shall be paid 4 cents per hour additional to his ordinary rate while so employed. A worker while employed driving a mobile powered fork-lift truck and generally employed in stacking and/or unstacking at heights above 10 feet shall be paid 4 cents per hour additional to his ordinary rates.

(b) All wages and overtime shall be paid in cash, on a day to be mutually agreed upon between the workers and the employers concerned, calculated to 24 hours prior to the day of payment. In each case wages shall be paid during working hours.

(c) Employers shall have the right to transfer workers from one department to another or to a different operation within a department as the exigencies of the manufacture require.

In the case of a worker temporarily performing work for which a higher rate of pay is being paid, such worker shall receive the said rate of pay: Provided that when the worker is in receipt of payment in excess of the agreement such temporary payment does not establish a continuing job rate.

(d) If a worker is in receipt of more than the rates prescribed in this agreement, such worker shall not have his wages reduced so long as he remains at his present employment.

(e) Detailed wage slips setting out all wage allowances and taxation payments shall be provided each pay day to all workers employed under this agreement.

SERVICE ALLOWANCE

6. (a) The following service allowances are payable:

	Per Week
	\$
After one year's continuous service with the same employer	1.38
After three years' continuous service with the same employer	2.00

(b) This allowance is not to be included in the weekly rates for the computation of overtime.

OVERTIME

7. (a) All time worked in any day outside or in excess of the daily hours prescribed in clause 3 of this agreement shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

For the purpose of this agreement overtime shall be computed on a daily basis.

(b) All time worked after noon on Saturdays shall be paid for at double ordinary time rate.

(c) Any worker who, after having left the employer's premises, is called back to work other than pre-arranged overtime, i.e., for emergency work, from Monday to Friday inclusive, shall be paid a minimum of two hours' overtime pay for each call. The employer shall provide transport for such call-back or shall pay a transport reimbursement allowance of \$1 for each such call-back.

(d) Any worker who is called back to work other than pre-arranged overtime, i.e., emergency work on a Saturday or a Sunday, shall be paid a minimum of three hours' overtime pay for each call. The employer shall provide transport for such call-back or shall pay a transport reimbursement allowance of \$1 for each such call-back.

(e) When a worker has been notified that he is required to work overtime, and the notice is subsequently withdrawn on the day on which the overtime was to have been worked, he shall receive a payment of one hour's overtime, plus tea money.

HOLIDAYS

8. (a) The following holidays shall be allowed without deduction from wages: Christmas Day, Boxing Day, New Year's Day, 2 January, Anniversary Day (or Show Day) (provided that where no general observance of any one day exists in any particular area the provisions of the Public Holidays Amendment Act 1962 shall apply), New Zealand Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, and Labour Day.

(b) Should any of the holidays mentioned in subclause (a) of this clause, except New Zealand Day and Anzac Day, fall on a Saturday or a Sunday such holiday shall be observed on the next working day.

(c) Workers (including shift workers) who are required to work on a Sunday or on any of the holidays mentioned in subclause (a) of this clause, shall be paid therefor in accordance with the provisions of the Factories Act 1946.

(d) Any worker called out for work on any of the holidays mentioned in subclause (a) of this clause shall be paid a minimum of four hours at double rates for each call.

(e) Shift workers whose ordinary day off falls on one of the specified holidays shall be allowed another working day in lieu thereof, such day to be mutually agreed.

(f) Should a shift worker be required to work on the day he has been granted in lieu of the holiday, he shall be paid as if such day was a holiday.

ANNUAL HOLIDAYS

9. (a) Except as otherwise provided, every worker shall at the end of each year of his employment by any employer become entitled to an annual holiday of three weeks paid on the basis of the worker's average weekly taxable earnings: Provided that the holiday pay does not exceed the worker's ordinary pay plus 30 percent and provided, further, that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday. In calculating a worker's average weekly taxable earnings for the year the close-off date shall be the end of the pay week three weeks prior to the week in which the worker commences his annual leave.

(b) Shift workers regularly and continuously employed on afternoon or night shift or on three rotating shifts shall be entitled to an annual holiday of four weeks. For the purposes of this subclause an afternoon shift means any shift commencing after 12 noon and finishing at or before midnight, and the night shift means any shift finishing subsequent to midnight and at or before 8 a.m.

Any holidays in excess of three weeks may, at the option of the employer, be taken at a time or times to be decided by him. Work under subclause (d) of clause 4 of this agreement shall not qualify a worker.

(c) For the purposes of this clause lump sum special payments shall be excluded from the computation of average weekly taxable earnings, and ordinary pay shall be as defined in the Annual Holidays Act 1944.

(d) Where a holiday is taken in more than one period the amount payable under this clause shall be divided proportionately. Where a holiday is allowed wholly or partly in advance of the date fixed by the employer as provided in subclause (a) of this clause it shall be sufficient compliance with this clause for payment to be assessed on the percentage formula prescribed in subclause (e) of this clause subject to final adjustment and payment of any remainder after that date, provided that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday.

(e) Where the employment of any worker is terminated at the end of a period of employment which is not less than three weeks but less than one year, the employer shall forthwith pay to the worker, in addition to all other amounts due to him, an amount equal to 6 percent of his gross taxable earnings but not exceeding 7.8 percent of his gross ordinary pay for that period of employment.

(f) Where the period of employment is less than three weeks the amount to be paid as proportionate holiday pay shall be as prescribed by the Annual Holidays Act 1944.

(g) Where it is customary for any employer to allow annual holidays to his workers or to any class of his workers during a period in each year when his premises are closed or the work of these workers is for any reason discontinued, and at the date of the commencement of any such period any such worker has not become entitled to an annual holiday then the worker shall not be entitled to any wages for three weeks following that date, but the employer shall before that date pay to him, in addition to all other amounts due to him, an amount equal to 6 percent of his gross taxable earnings but not exceeding 7.8 percent of his gross ordinary pay for the period of his employment up to that date, and the next year of his employment shall be deemed to commence on that date: Provided that where the close-down is for two weeks an employee entitled under the percentage payments to the equivalent of more than two weeks' annual holiday shall have the additional days of holiday allowed as the employer may decide.

(h) Where a worker is entitled to an annual holiday of four weeks instead of three weeks the provisions of subclauses (e) and (g) of this clause shall be modified to provide payment of an amount equal to 8 percent of the worker's gross taxable earnings but not exceeding 10.4 percent of his gross ordinary pay for the period of his employment.

SPECIAL HOLIDAYS FOR LONG SERVICE

10. (a) A worker shall be entitled to special holidays for long service as follows:

- (i) One special holiday of two weeks after the completion of 20 years and before the completion of 30 years of continuous service with the same employer;
- (ii) One special holiday of three weeks after the completion of 30 years and before the completion of 40 years of continuous service with the same employer;
- (iii) One special holiday of five weeks after the completion of 40 years' continuous service with the same employer.

(b) Should a worker have completed 30 years of continuous service with the same employer prior to the date of this agreement he shall not be entitled to the special holiday provided in paragraph (i) of subclause (a) of this clause. Should a worker have completed 40 years of continuous service with the same employer prior to the date of this agreement he shall not be entitled to the special holiday provided in paragraph (i) or (ii) of subclause (a) of this clause.

(c) All such special holidays provided for in subclause (a) of this clause shall be on ordinary pay as defined by the Annual Holidays Act 1944 and may be taken in one or more periods and at such time or times as may be agreed by the employer and the worker.

(d) If a worker having become entitled to a special holiday leaves his employment before such holiday has been taken he shall be paid in lieu thereof.

(e) The provisions of this clause shall not apply where an employer has in operation or brings into operation an alternative scheme for rewarding service, which is not less favourable to the worker than the foregoing.

SICK PAY

11. (a) After 12 months' continuous service with the same employer a worker shall be entitled in each subsequent year of service to sick pay for up to five days

calculated at the rate of his ordinary pay; such sick pay shall be cumulative up to 20 days.

(b) Sick pay shall not be paid in respect of any statutory or agreement holiday for which the worker is entitled to full pay.

(c) Sick pay for a day shall be calculated according to the number of working days for which the worker's ordinary weekly pay is paid.

(d) Absence of one day only shall not be paid.

(e) A claim for sick pay shall be supported by a medical certificate.

(f) The worker shall ensure notice is given to the employer on the first day of absence due to illness.

(g) The employer shall also have the right to require the worker to produce additionally a medical certificate at the employer's expense from a doctor nominated by the employer.

BEREAVEMENT LEAVE

12. After six months' continuous service with the same employer the following provisions shall apply:

In the event of the death of an immediate member of the family of a worker covered by this agreement the employer shall grant to that worker two days' bereavement leave at his ordinary rate of pay. For the purposes of this clause "immediate member of the family" means parent, spouse, or child.

The employer may, at his discretion, ask the worker for confirmation of the circumstances.

MATERNITY PROVISION

13. After 12 months of continuous service with the same employer, where a female worker has to terminate the employment for maternity purposes, but within six months is re-employed as a worker covered by this agreement by the same employer, for the purposes of service allowance, sick pay and special holidays for long service entitlement, the employment shall be deemed to have been continuous: Provided that this provision shall not imply that the employer must offer re-employment, and provided, further, that this provision shall not apply in respect of annual holiday entitlement.

CASUAL WORKERS

14. (a) Casual workers shall be paid a minimum hourly wage rate of one-fortieth of the weekly rate plus 5 percent.

(b) A "casual worker" is a worker who is employed for a period not exceeding one week.

MEAL MONEY

15. When a day worker is called upon to work overtime after 6 p.m. on any day an evening meal shall be provided by the employer. When a meal is not provided a meal allowance of \$1.12 shall be paid.

For the purpose of this clause a meal shall comprise freshly cooked meat or fish, fresh vegetables and potatoes with bread and butter and tea or coffee.

SPECIAL PROVISIONS

16. (a) Heat money shall be paid in addition to the ordinary wages at the rate set out herein for work performed in the cleaning of the inside of any enclosed brewing vessel, the temperature to be taken 2 ft from any surface radiating heat inside the vessel:

43.3 to 48.3 degrees Celsius (110 to 119 degrees Fahrenheit): 45 cents per day or part thereof;

48.8 to 53.8 degrees Celsius (120 to 129 degrees Fahrenheit): 53 cents per day or part thereof;

54.4 to 59.4 degrees Celsius (130 to 139 degrees Fahrenheit): 61 cents per day or part thereof;

60 to 65 degrees Celsius (140 to 149 degrees Fahrenheit): 64 cents per day or part thereof;

65.6 to 70.6 degrees Celsius (150 to 159 degrees Fahrenheit): 71 cents per day or part thereof;

Over 71.1 degrees Celsius (160 degrees Fahrenheit): by special arrangement between the employer and the worker or workers concerned.

Workers employed under this subclause shall be allowed 15 minutes before starting work in a cold temperature.

(b) (i) Any worker required to repair, paint, or enamel the inside of any enclosed cylinder or enclosed vat shall be paid \$2.03 in addition to his ordinary wage for each day or part of a day he is so employed.

(ii) Any worker required to paint, enamel, varnish, or dukeron inside an open vat of a depth of 5 ft or over shall be paid \$2 in addition to his ordinary wage for each day or part of a day he is so employed.

Workers employed under this paragraph shall be allowed 15 minutes for a shower or bath.

(iii) Any worker required to clean a septic tank shall be paid \$3.07 extra per day or part of a day. Workers employed under this paragraph shall be allowed 15 minutes for a shower or bath.

(iv) Any worker required to enter to clean an enclosed drain shall be paid \$3.07 extra per day whilst so employed.

(c) Maltbin veils, mits, and masks shall be provided for all workers needing them.

(d) Adequate facilities shall be provided for workers to wash. Hot-water showers and a drying room shall be provided.

(e) A worker who is employed in a chilling room shall be paid an additional payment of 6 cents per hour with a minimum of 37 cents per day.

(f) First aid appliances shall be kept available for all employees.

(g) When a mash tun of over 100 bushels dry weight has to be cleaned at least two men shall, where practicable, be employed.

(h) Workers employed in any kiln for the purpose of turning the malt when the temperature of the malt registers 65.6 degrees Celsius (150 degrees Fahrenheit) or more, or who are employed scooping the malt from the kiln floor shall be paid \$1.06 per week extra.

(i) Two pairs of overalls or two aprons shall be supplied each year, subject to request by the worker: Provided that in all cases each worker concerned shall be responsible for the cost of the first set, but such cost shall be refunded by the employer when replacement of the first set is necessary: Provided, further, that where the employer provides laundered overalls weekly the above provision shall not apply.

The employer shall also provide each worker engaged in wet or damp places with one pair of suitable boots and aprons and, if necessary, oilskins for outside work. Protective clothing shall be provided for workers employed in chilling rooms. All or any clothing provided by the employer shall be and remain his property.

(j) Suitable mess room and change room (to be kept separate) shall be provided for the use of the workers.

(k) Suitable aprons shall be provided for all workers engaged in stacking or unstacking bottle cases or crates.

(l) Any workers employed on quarterly, half-yearly, or annual cleaning of malthouses or malt stores shall be paid \$2.03 extra per day or part of a day whilst so employed.

(m) Adequate heating facilities shall be provided in winter for all workers and in mess rooms.

(n) When a worker residing beyond a radius of two miles from the factory is required to commence or cease work after or before the commencement or cessation of wheeled traffic which is his regular means of transport, the employer

shall provide transport to and from the worker's residence, or pay the sum of \$1 on each occasion in lieu thereof.

(o) Coopers covered by this agreement shall be supplied with the necessary tools; but if the worker provides his own tools the employer shall pay 3 cents per hour in lieu thereof.

(p) Workers required to wear gumboots continuously shall be paid an allowance of 42 cents per week for the purpose of replacing socks.

(q) Any worker required to manually handle consignments of bottles in crates or sacks, or casks which are in the main abnormally dirty and/or contain exceptional quantities of water, shall be paid, whilst such abnormal conditions obtain, 11 cents per hour additional with a minimum of 50 cents per day in addition to his ordinary wages.

(r) Workers required to handle bulk grain from rail or motor where a dust extractor is not used shall be paid a dust money allowance of 4 cents per hour.

(s) Workers shall be allowed three minutes for washing at the end of each day or of each shift period.

DISPUTES

17. (a) The procedure set out in the succeeding provisions of this clause shall apply to a dispute of rights between the parties bound by this instrument, or any of them, including a dispute on:

(i) The interpretation of this instrument; or

(ii) Any matter (not being a personal grievance within the meaning of section 117 of the Industrial Relations Act 1973) related to matters dealt with in this instrument and not specifically and clearly disposed of by the terms of this instrument.

(b) Either the workers' union or the employer or employers who are parties to any such dispute may invoke the procedure.

(c) The union and the employer or employers who are parties to any such dispute shall refer the dispute to a committee consisting of an equal number of representatives appointed respectively by the union and the employer or employers concerned, together with a chairman who shall be:

(i) Mutually agreed upon by the parties; or

(ii) If there is no such agreement, either a conciliator or a person appointed by him.

(d) A decision reached by a majority of the committee shall be the decision of the committee; but if the members of the committee (other than the chairman) are equally divided in opinion, the chairman may either:

(i) Make a decision, which shall then be the decision of the committee; or

(ii) Refer the dispute forthwith to the Industrial Court for settlement.

(e) Subject to the right of appeal conferred by subclause (f) of this clause, the decision of the committee shall be binding on the parties to the dispute.

(f) Any party may appeal to the Industrial Court against a decision of the committee, or any part of that decision. The appellant shall:

(i) Within 14 days after the date on which the decision of the committee has been made known to him, give to every other party written notice of his intention to appeal; and

(ii) Within seven days after the date on which that notice has been given, lodge with the Registrar of the Industrial Court a written notice of appeal; and

(iii) Specify in each such notice the decision or the part of the decision to which the appeal relates.

(g) The essence of this clause being that, pending the settlement of the dispute, the work of the employer shall not on any account be impeded but shall at all times proceed as if no dispute had arisen, it is hereby provided that:

- (i) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute;
- (ii) While the provisions of this clause are being observed no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.

(NOTE – This clause has been inserted in accordance with the requirements of section 115 of the Industrial Relations Act 1973.)

PERSONAL GRIEVANCES

18. (a) For the purposes of this clause, the expression “personal grievance” means any grievance that a worker may have against his employer because of a claim that he has been unjustifiably dismissed, or that other action by the employer (not being an action of a kind applicable generally to workers of the same class employed by the employer) affects his employment to his disadvantage.

(b) The standard procedure for the settlement of any personal grievance shall include the following:

- (i) Any worker who considers that he has grounds for a personal grievance shall have the right to submit his grievance in accordance with this procedure;
 - (ii) As soon as practicable after a personal grievance arises, the worker shall submit the grievance to his immediate supervisor, affording him an opportunity to remedy the cause of the grievance, the intent being that it is desirable, if the circumstances permit it, to settle the grievance rapidly and as near as possible to the point of origin;
 - (iii) Where any such attempt at settlement has failed, or where the grievance is of such a nature that a direct discussion between the worker and his immediate supervisor would be inappropriate, the worker shall notify the branch secretary or secretary or a duly authorised representative of his union, who, if he considers that there is some substance in the personal grievance, shall forthwith take the matter up with the employer or his representative;
 - (iv) If the matter is not disposed of in discussion with the employer or his representative, the grievance shall be reduced to writing in a statement setting out all the facts relied on. The statement shall establish the nature of the worker's grievance, and of the issues, for all subsequent consideration of the case;
 - (v) If the matter is not settled by those means it shall be referred to a committee constituted in the same manner as a disputes committee under clause 17 of this agreement;
 - (vi) The reference may be made by the employer or his representative, or by the worker's union or its representative, or by both;
 - (vii) The committee shall, after inquiring fully into the matter and considering all representations made by or on behalf of the parties, make a decision or award by way of a final settlement which shall be binding on all parties. In the event of the committee not being able to reach agreement the Chairman shall make a decision which shall be final and binding;
 - (viii) Subject to the provisions of this agreement, the committee may regulate its own procedure.
- (c) For the purpose of ensuring that the work of the employer shall not be impeded but shall at all times proceed as if no dispute relating to the personal grievance had arisen:
- (i) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute;

(ii) While the provisions of the procedure for the settlement of the personal grievance are being observed, no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.

(d) Any statements made or information given in the course of any proceedings before a grievance committee in respect of an alleged unjustifiable dismissal shall be absolutely privileged.

(e) In the case of an alleged unjustifiable dismissal, any final settlement, decision or award made under this clause may, if it includes a finding that the worker was unjustifiably dismissed, provide for any one or more of the following:

(i) The reimbursement to him of a sum equal to the whole or any part of the wages lost by him;

(ii) His reinstatement in his former position or in a position not less advantageous to him;

(iii) The payment to him of compensation by his employer.

(NOTE – This clause has been inserted in accordance with the requirements of section 117 (3) of the Industrial Relations Act 1973.)

TERMINATION OF EMPLOYMENT

19. In the case of workers other than casual hands, a week's notice shall be given by the employer or the worker, as the case may be; but this shall not prevent the employer from summarily dismissing any worker for good cause. Where the required notice is not given, the person improperly terminating the service shall pay or forfeit one week's wages or the value of the unexpired period of notice as the case may require.

RIGHT OF ENTRY UPON PREMISES

20. (a) The secretary or other authorised officer of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

(b) Employers shall, once in every six months, if requested by the union, supply a list of workers in their employment.

(c) By arrangement with the worker, the employer may deduct union dues from the worker's wages and under such arrangement shall remit same to the appropriate branch of the union.

STOP-WORK MEETING

21. A paid stop-work annual meeting of four hours and one half-yearly meeting of two hours shall be allowed provided that workers return to their place of employment immediately following the termination of such meetings: Provided, further, that evidence of attendance at such meetings shall be presented.

Notwithstanding the aforementioned, essential processes shall not be interrupted.

LOST TIME

22. No deductions shall be made from weekly wages on account of holidays, or from causes other than the default or absence of the worker, over which the employer has no control.

EXEMPTIONS

23. Nothing in this agreement shall apply to coopers covered by the Northern Industrial District Coopers Award.

UNQUALIFIED PREFERENCE

24. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this agreement so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this agreement.

(d) Every employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person of any age who for the time being is in receipt of not less than the minimum rate of wages payable to a person of the age of 18 years or upwards.

(NOTE - Attention is drawn to section 104 of the Industrial Relations Act 1973 which gives to workers the right to join the union.)

UNDER-RATE WORKERS

25. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on application of the worker after due notice to the union, by the local Inspector of Awards and Agreements or such other person as the Court may from time to time appoint for that purpose; and such inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such inspector or other person shall determine, and after the expiration of such period shall continue in force until 14 days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards and Agreements of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

APPLICATION OF AGREEMENT

26. This agreement shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every industrial union, industrial association, or employer who, not being an original party hereto, is, when this

agreement comes into force or at any time whilst this agreement is in force, connected with or engaged in the industry to which this agreement applies within the industrial districts to which this agreement relates.

SCOPE OF AGREEMENT

27. This agreement shall operate throughout the Northern, Wellington, Canterbury, and Otago and Southland Industrial Districts.

TERM OF AGREEMENT

28. This agreement, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the first day of the pay week in each establishment commencing on or after the 1st day of July 1974, and so far as all other provisions of the agreement are concerned, it shall come into force on the 24th day of October 1974; and this agreement shall continue in force until the 30th day of June 1975.

In witness whereof the seal of the Industrial Commission has hereto been affixed, and the President of the Commission has hereunto set his hand, this 24th day of October 1974.

(L.S.)

G. O. Whatnall, President.

MEMORANDUM

Associated with the submission of the terms of settlement for registration were applications pursuant to Regulation 7 of the Wage Adjustment Regulations 1974. After considering the submissions and hearing the parties the Commission has sustained the applications and accepted the terms of settlement for registration. The Commission has also approved the personal grievance clause which differs slightly from that provided for in the Industrial Relations Act 1973.

The unqualified preference provision (clause 24) has been inserted in accordance with the agreement of all the assessors.

The rates of remuneration prescribed by this collective agreement are NOT to be increased by the application of the 9 percent general wage adjustment that was effective from 1 July 1974 pursuant to the Wage Adjustment Regulations 1974.

Having regard to prevailing circumstances the Commission has, pursuant to section 92 (2) of the Industrial Relations Act 1973, consented to the specified period for which this agreement is to continue in force being less than one year from the date of registration of this agreement.

The parties desire it to be recorded that the second step in the implementation of equal pay for female workers has been determined as an adjustment from 84 percent of the corresponding male rates to 88 percent and the agreed schedule of rates of pay, effective from 1 October 1974, has been incorporated into the collective agreement.

G. O. Whatnall, President.