

**DAIRY PRODUCTS LTD., EMPLOYEES.—INDUSTRIAL
AGREEMENT**

In the Court of Arbitration of New Zealand.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 2nd day of August, 1945, between Dairy Products, Ltd., Dunedin, and the New Zealand Dairy Factories and Related Trades' Employees' Industrial Union of Workers.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement, made on the 2nd day of August, 1945, between Dairy Products, Ltd., Dunedin, of the one part, and the New Zealand Dairy Factories and Related Trades' Employees' Industrial Union of Workers, of the other part: Now therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 29th day of August, 1945.

[L.S.]

A. TYNDALL, Judge.

DAIRY PRODUCTS, LTD., EMPLOYEES.—INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 2nd day of August, 1945, between Dairy Products, Ltd., Dunedin, of the one part, and the New Zealand Dairy Factories and Related Trades' Employees' Industrial Union of Workers (hereinafter referred to as the union) of the other, witnesseth that it is hereby agreed by and between the parties as follows:—

(1) That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

(2) The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions but shall in all respects abide by and perform the same.

In witness whereof the parties hereto have hereunto set their hands the day and the year first hereinbefore written.

Signed on behalf of Dairy Products, Ltd.—

ARTHUR BARNETT, Chairman.

2nd August, 1945.

Signed on behalf of the New Zealand Dairy Factories and Related Trades' Employees' Industrial Union of Workers—

JAS. ROSS, Secretary,

The New Zealand Dairy Factories and Related
Trades' Employees' Industrial Union of
Workers.

SCHEDULE

Definitions

1. For the purposes of this agreement the year shall be divided into the production season and the overhaul season. The production season for any worker shall be deemed to be that part of the year during which the plant on which he is employed is occupied in processing material for sale, but shall not include any part of the year when he is occupied in the overhaul of plant or repacking or shipping goods already produced. It shall, however, include any time during which the plant on which he is generally occupied is idle owing to a temporary breakdown.

Hours of Work

2. (a) The ordinary weekly number of hours that may be worked by all workers shall be forty.

(b) Such hours shall be worked on the first five days on which a worker works in any week, with a maximum of eight hours on any day without payment of overtime.

(c) Where practicable, each worker shall be allowed the two days off consecutively.

(d) Workers shall be allowed an interval of ten minutes morning and afternoon for "smoke-oh" without deduction of pay and without interfering with the continuity of the work.

Shift-work

3. (a) Where shifts are worked, the men employed shall change shifts weekly or fortnightly: Provided that such change shall not involve the payment of overtime.

(b) All workers employed on shifts entailing work before 6 a.m. or after 6 p.m. shall be paid 2s. per shift extra.

Overtime

4. All time worked in excess of the hours prescribed in clause 2 hereof shall be paid for at time and a half for the first eight hours and thereafter double time, except that for all time worked on the seventh day of any week double time shall be paid.

Statutory Holidays

5. (a) Every worker covered by this agreement shall be allowed the following holidays: New Year's Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, and Invercargill Show Day.

(b) When any of the said holidays, other than Anzac Day, falls on a Sunday, it shall be observed on the following day, and when Christmas Day falls on a Sunday, Boxing Day shall be observed on the Tuesday.

(c) No deduction shall be made from the wages of any worker in respect of any of the holidays prescribed in subclause (a) hereof.

(d) For work done on any of the said holidays a worker shall receive one day's wages at ordinary rates in addition to his ordinary weekly wage or be allowed a day off in lieu of the said holiday.

(e) When one of the worker's weekly days off falls upon the same day as any one of the above holidays he shall be entitled to an additional day off to be taken at a time to be mutually arranged between the employer and the worker or added to the worker's annual holidays, or in lieu thereof he shall be paid an extra day's wages.

Saturdays and Sundays

6. (a) All male workers, other than casual workers, who have worked any week in the production season shall, in that week, be paid at the rate of time and a half for a day and a half whether they have worked on Saturday and Sunday or not.

(b) For the purposes of this clause the daily rate shall be taken as one-fifth of the weekly rates specified in clause 11 hereof.

Casual Labour

7. Casual general hands may be employed at not less than 2s. 10d. per hour. A "casual" is a worker employed for less than one week.

Annual Holidays

8. At the close of the production season in each year all workers who have completed at least six months' service shall be given two weeks' holiday on full pay, and workers with less than six months' service shall be given a holiday of proportionate duration.

Employment of Youths

9. Youths may be employed in the proportion of one to five adult workers; but extra youths may be employed by agreement between the employer and the union.

Employment of Females

10. Females may be employed only in the packing department; but no female shall be permitted to lift packages of a weight in excess of 28 lb.

Wages

11. (a) *Production Season*.—Adult males shall not be paid less than the following rates:—

	Per Week.		
	£	s.	d.
General hands	5	5	0
General hands, crude sugar	5	10	0
Whey evaporator operator	6	0	0
Head lorry-driver	6	15	0
Other lorry-drivers	6	0	0
Night-watchman	5	15	0

(b) When two or more hands are employed in the crude-sugar department, white-sugar department, mill department, or outside department, workers in charge shall be paid 2s. per day extra.

(c) Workers in the crude-sugar department and those handling mother liquor shall receive 8d. and 5d. per working-day respectively in lieu of a clothing allowance.

Overhaul Season.—During the overhaul season the rates of wages for all adult workers shall be not less than £5 per week.

Youths.—Youths under twenty-one years shall be paid not less than the following rates:—

	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Fourth Year.	Fifth Year.	Sixth Year.
Under 16 ..	34/6	39/-	44/6	50/6	56/-	61/6	72/6	84/-	95/-
16 to 17 ..	39/-	44/6	50/6	56/-	61/6	67/-	78/-	95/-	..
17 to 18 ..	44/6	50/6	56/-	61/6	67/-	78/-	95/-	..	..
18 to 19 ..	50/6	56/-	61/6	67/-	78/-	95/-	..	..	..
19 to 20 ..	61/6	67/-	78/-	95/-	..	..	..	..	..
20 to 21 ..	78/-	95/-	..	..	..	..	..	..	..

Thereafter, not less than the minimum rates for adults.

Females:—

	Per Week.		
	£	s.	d.
Under nineteen years of age—			
First six months	1	17	6
Second six months.. .. .	2	2	6
Third six months	2	7	6
Provided that upon attaining the age of nineteen years not less than the rate prescribed for that age shall be paid.			
From nineteen to twenty years of age	2	16	0
Thereafter	3	1	0

Increase in Rates of Remuneration

12. All rates of remuneration, including time and piece wages and overtime and any other special payments, provided for in this award shall be increased to the extent and in the manner prescribed by the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st of March, 1942, respectively.

EXPLANATORY NOTE.—(1) The general order of the 9th August, 1940, increased rates of remuneration determined by awards and industrial agreements and apprenticeship orders by an amount equal to 5 per cent. thereof.

(2) (a) The general order of the 31st March, 1942, further increased rates of remuneration determined by awards and industrial agreements and apprenticeship orders (inclusive of the 5 per cent. increase provided by the general order of the 9th August, 1940) by an amount equal to 5 per cent. thereof, but excluded from the increase such portion of the remuneration of each worker as exceeded—

- (i) The amount of £5 a week in the case of male workers twenty-one years of age and over;
- (ii) The amount of £2 10s. a week in the case of female workers twenty-one years of age and over;

(iii) The amount of £1 10s. a week in the case of male and female workers under the age of twenty-one years; and

(iv) The amount of £1 10s. a week in the case of apprentices under apprenticeship orders.

(b) The increase in *rates of remuneration* provided by the order referred to in (a) hereof applied to the unexcluded portion of the *remuneration* of each worker, irrespective of his or her total weekly *remuneration*.

(3) The term "*rates of remuneration*" includes time and piece wages and overtime and any other special payments. The term "*remuneration*" means actual earnings, including time and piece wages and overtime and any other special payments.

Payment of Wages

13. All wages shall be paid in cash and in full not later than Wednesday in each alternate week and in the employer's time.

Time and Wages Book

14. The employer shall keep a time and wages book in which shall be correctly recorded (a) the name of every worker employed; (b) the kind of work on which he or she is employed; (c) the daily hours of his or her employment and (d) the wages paid each week.

Meal-times

15. Subject to clause 4 (c), no worker shall be called upon to work more than four and a half hours continuously without an interval for a meal.

Workers other than shift-workers required to work before 6.30 a.m. shall be allowed half an hour for a meal without deduction of pay and without interfering with the continuity of the work.

Accidents

16. In the factory a suitable first-aid emergency case, fully equipped, shall be kept in an accessible and convenient place.

Sanitary Conveniences and Accommodation

17. The employer shall provide proper sanitary accommodation and, if required by the union, shall install individual lockers. Suitable provision shall be provided for the workers to change their clothes.

A sufficient supply of hot water shall be provided at meal times.

A suitable shower, with hot and cold water laid on, shall also be provided.

Disputes and Matters not provided for

18. Any dispute in connection with any matter pertaining to or arising out of this agreement shall be settled between the employer and the secretary of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Workers to be Members of the Union

19. (a) Subject to the provisions of section 18 (5) of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union bound by this agreement.

(b) It shall be a breach of this agreement for any adult worker to accept employment and work under this agreement for a period of fourteen days without becoming a financial member of the union.

(c) For the purposes of subclauses (a) and (b) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rates of wages prescribed by this agreement for workers of the age of twenty-one years of age and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers

20. The Court's usual clause.

Scope of Agreement

21. This agreement shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

Term of Agreement

22. This agreement, in so far as it relates to wages, shall be deemed to have come into force on the 18th day of June, 1945, and so far as all the other conditions of the agreement

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are concerned it shall come into force on the day of the date hereof; and this agreement shall continue in force until the 31st day of July, 1946.
