

CHRISTCHURCH METROPOLITAN MILK BOARD MILK SAMPLING INSPECTORS
—INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Christchurch]

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954 and its amendments, this 25th day of July 1956, between the Christchurch Metropolitan Milk Board (hereinafter called “the board” or “the employer”), of the one part, and the Canterbury Local Bodies’ Officers’ (Other than Clerical) Industrial Union of Workers (hereinafter called “the union”), of the other part, whereby it is mutually agreed by and between the said parties as set out in the following Schedule.

SCHEDULE

Application of Agreement

1. This agreement shall apply to inspectors employed by the Christchurch Metropolitan Milk Board for the purpose of carrying out any of the duties contained in section 108 of the Milk Act 1944 and its amendments.

Definition

2. An "inspector" shall mean a person carrying out any one or all of the duties mentioned in clause 1 hereof, and may also be referred to as a "milk sampling officer".

Hours of Work

3. The ordinary hours of work shall not exceed eighty hours per fortnight. Broken time shall be avoided as far as possible and daily hours shall be as regular as is practicable. Any variation in hours operating when this agreement comes into force shall be made only by agreement between the board and the union.

Conditions of Service

4. (a) The employment of inspectors shall be monthly, unless agreements are made under seal on a different basis, and one month's notice of termination shall be given by either party, except in the case of dereliction of duty or serious misbehaviour and in such case the inspector shall be liable to instant dismissal.

(b) Inspectors shall be paid fortnightly not later than Thursday.

(c) No inspector shall be discharged as a consequence of this agreement in order that the work may be done at less than the prescribed rates.

(d) Inspectors receiving salaries in excess of that provided by this agreement shall not have their salaries reduced by reason of the coming into operation of this agreement.

Complaints

5. (a) Any charge laid against an officer by a member of the public shall be made in writing by the complainant within seventy-two hours after the subject matter thereof came to the complainant's knowledge, and the officer concerned shall be notified thereof within twelve hours of its receipt. He shall be entitled to see and make a copy of such complaint before being called upon to answer the charge. In computing the above time Saturdays, Sundays, and holidays shall be excluded.

(b) An inspector may call evidence when an inquiry is held. If the complaint is made by another employee, he shall, when necessary, be required to be present, provided that when the inquiry is held before the board or a standing committee of the board such complainant shall be required to be present.

(c) He may be represented by the secretary of the union at any interview or inquiry.

Salaries

6. The minimum annual salaries for officers covered by this agreement shall be:

	Per Annum
	£
1st year	753
2nd year	780
3rd year and thereafter	820

Increase in Rates of Remuneration

7. The Court of Arbitration pronouncement of 28 October 1954 has been incorporated in the rates of remuneration prescribed by this agreement.

Holidays and Annual Leave

8. (a) The following days, subject to subclause (c) hereof, shall be observed as holidays and shall not count as part of the annual leave: New Year's Day, and the day following, Good Friday to Easter Tuesday inclusive, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Show Day, Christmas Day, Boxing Day and the day following.

(b) Should any of the days mentioned in subclause (a) hereof, except Anzac Day or Easter Saturday, fall on a Saturday or a Sunday the holiday shall be observed on the next immediate working day or working days, and subsequent holidays shall be moved forward accordingly.

(c) Annual leave shall be granted in accordance with the Annual Holidays Act 1944, provided however that those officers who have had ten years' continuous service with the board or the Christchurch City Council or whose rate of salary exceeds £630 per annum shall be granted annual leave of three weeks.

(d) At least two weeks' notice of the commencement of annual leave shall be given by the board to the officer concerned.

(e) Annual leave shall be taken at a time to be mutually agreed upon.

Overtime

9. (a) All time worked in excess of the hours specified in clause 3 shall be considered as overtime and shall be paid for the first two hours at the rate of time and one-half, and thereafter double time, or the employee by mutual arrangement, shall be given equivalent time off.

(b) Any officer required to be on duty on a Saturday, Sunday or any public holiday or portion of a holiday as set out in clause 8 (a) shall, if such work does not form part of the normal working hours as defined in clause 3 hereof, be paid for the first two hours at the rate of time and a half, and thereafter at double time rates, (provided, that all work performed under this subclause on a Sunday shall be paid for at double time rates) and such payments shall be in addition to the weekly wage. In lieu of the payments prescribed in this subclause, the board may grant equivalent time off where this is mutually agreed upon between the employee and the board.

(c) Not less than four hours shall be paid for as overtime on any public holiday Saturday or Sunday.

(d) No overtime for which overtime rates are payable shall be worked by any officer without the approval of an executive officer of the board.

(e) All overtime shall be paid on the next following pay-day.

Meal Allowance

10. When work is required to be undertaken before 6 a.m. an allowance of 3s. 6d. shall be made for breakfast.

Special Clothing

11. (a) The board shall supply to each worker and shall maintain in good order and condition, wet weather clothing consisting of an oilskin coat and hat and one pair of gumboots.

(b) The board shall also supply each worker with a sufficient number of white dust coats to allow regular laundering and the board shall maintain such garments in good order and condition at the board's expense.

(c) A laundering allowance of 5s. per week shall be paid to all workers covered by this agreement.

(d) All special clothing under this clause shall remain the property of the board.

Expenses

12. All authorised out-of-pocket expenses incurred by an officer in the execution of his duties shall be paid for by the board.

Under-rate Workers

13. (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 the application of the worker after due notice to the union, by the local

Inspector of Awards 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 wages 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 such person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in the 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 of every agreement made with a worker pursuant hereto.

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

Workers to be Members of Union

14. From and after the date when this agreement comes into operation all officers covered by this agreement and officers subsequently appointed to positions covered by this agreement shall become members of the Canterbury Local Bodies' Officers' (Other than Clerical) Industrial Union of Workers.

Right of Entry Upon Premises

15. The secretary or other authorised officer of the union shall be entitled to enter at all reasonable times upon the premises or offices of the board for the purpose of interviewing any employee in connection with the operation of this agreement but not so as to interfere unreasonably with the board's business.

Matters Not Provided For and Appeals

16. The essence of this agreement being that the work of the employer shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is hereby provided that if any dispute or difference shall arise between the parties bound by this agreement, or any of them, as to any matter whatsoever, arising out of, or connected therewith, including any difference or dispute as to the decision of the board respecting the dismissal, or disrating of any employee, and not dealt with in this agreement, every such dispute or difference shall be referred to a committee to be composed of two representatives of the board and two representatives of the union, none of whom shall be members of the legal profession, together with an independent chairman to be mutually agreed upon, or, in default of agreement, to be appointed by the Conciliation Commissioner for the district: Provided that all disputes shall be considered by the committee within one month of the date of notification to the board or union of such dispute. Either side shall have the right of appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Term of Agreement

17. This agreement in so far as it relates to salaries shall be deemed to have come into force on the 1st day of April 1956, and in so far as all other conditions 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 March 1958.

In witness whereof the parties have executed these presents.

The common seal of the Christchurch Metropolitan Milk Board was hereto affixed this 14th day of August 1956 in the presence of:

[L.S.]

J. MATHISON, Chairman.
C. S. BOWIE, Acting Secretary.

The common seal of the Canterbury Local Bodies' Officers' (Other than Clerical) Industrial Union of Workers, was hereto affixed this 25th day of July 1956 in the presence of:

[L.S.]

C. J. SUCKLING, President.
R. H. McDONALD, Secretary.
