
NELSON DAIRIES LTD. EMPLOYEES—INDUSTRIAL AGREEMENT

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 7th day of November 1961, between Nelson Dairies Ltd. (hereinafter referred to as "the employer") on the one part and the Nelson Milk-roundsmen's Industrial Union of Workers (hereinafter referred to as "the union") on the other part wherein it was mutually agreed by and between parties as set out below:

(1) That the terms and conditions, stipulations and provision contained and set out in the Schedule hereto, shall be binding on the said parties and that they shall be deemed to be, and are, hereby 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, and stipulations and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

Application of Agreement

1. This agreement shall apply to all workers engaged in the delivery of milk or cream or employed in a milk depot.

Hours of Work

2. (a) Rostered hours of work are those which shall be mutually agreed upon between the employer and the union.

(b) Employees' non-working days or "days off" shall be on a rotation roster system and posted up in an accessible position to employees at least one week prior to its commencement. Such roster shall be for a minimum period of one month; in cases of sickness, accident or absence of any regular worker it may be varied, but not otherwise.

Wages

3. Wages shall be computed on the following basis:

AVERAGE EARNINGS						£	s.	d.
Rate	..	..	..	..	..	8	10	0
Early start	..	..	..	..	..	8	6	
						8	18	6
Plus 24 per cent	..	..	..	..	..	2	2	10
						11	1	4
Multiplied by	..	..	..	..	..		×	52
						575	9	4
35 Sundays at ordinary time (per hour 5/6 2/5 per day £2 4s. 3d.)	..	..	..	..	..	77	8	9
35 Saturdays at 1/2 time (per day £1 2s. 2d.)	..	..	..	..	..	38	15	10
7 statutory holidays at double £4 8s. 6d.	..	..	..	..	..	30	19	6
2 days off (statutory holidays) at £2 4s. 3d.	..	..	..	..	..	4	8	6
						727	1	11
Clothing allowance 5s. per week	..	..	..	..	..	13	0	0
						£740	1	11

Each employee shall be paid the sum of £14 4s. 8d. per week (including assessment for overtime and holidays) and shall accept the same in satisfaction of the hours mentioned in clause 2 hereof.

Early Start Saturdays and Sundays

4. (a) In consideration of early starting hours, workers required to commence work before 6 a.m. shall be paid 8s. 6d. week.

(b) (i) A worker who works on a Sunday which is rostered as one of his ordinary work days shall be paid an extra hours pay at ordinary rates.

(ii) When work is performed on a Sunday which is one of the worker's rostered "days off", double time rates shall be paid in lieu of the payment of overtime.

(c) For all time worked on any Saturday a worker shall be paid at half ordinary rates extra, providing that overtime payments are not operating for the hours concerned.

Overtime

5. Any time worked outside of or in excess of the hours mentioned in clause 2 hereof, or in excess of eight hours per day, 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.

Holidays

6. (a) (i) The following shall be the recognised holidays:—Christmas Day, Boxing Day, New Year's Day, the day following New Year's Day, Good Friday, Easter Monday, Anzac Day, Anniversary Day (or, when Anniversary Day is not observed, another day to be mutually agreed upon between the employers and the union) Labour Day and the birthday of the reigning Sovereign.

(ii) Should any of the above holidays, except Anzac Day fall on a Saturday or Sunday, then for the purpose of this award such holiday shall be observed on the following Monday. In the event of Christmas Day being observed on a Monday in pursuance of the foregoing, Boxing Day shall be observed on the Tuesday following.

(b) For time worked on any of the said holidays double ordinary rates shall be paid in addition to the ordinary weekly wage.

(c) When a worker's "day off" falls upon the same day as any of the above holidays, he shall be paid an extra day's wages.

(d) For the purpose of calculating the ordinary weekly hours of work, each of the said holidays allowed to any worker shall count as eight hours worked.

(NOTE—The preceding clauses 4 and 6 (a) (b) (c) and (d) are already embodied in the wage rates.)

(e) Excepting in circumstances arising through sickness, accident or default of a worker, 48 hours notice shall be given to any worker required to work on a holiday.

(f) In the case of a worker whose employment is terminated, the following shall apply: the employer shall pay one day's wages, for the above holidays to a worker performing work coming within the scope of this award who has worked for him at any time during the fortnight ending on the day on which the holiday occurs.

(g) Annual leave shall be granted in accordance with the provisions of the Annual Holidays Act 1944 provided, however, that after 10 years' service in the employment of the same employer an employee shall be granted three weeks' annual leave.

Accidents

7. Employers shall provide an adequate and modern first aid emergency case, fully equipped, in a convenient and accessible place to workers.

Right of Entry

8. 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.

Matters Not Provided For (Disputes)

9. (a) Any dispute connected with any matter not provided for in this agreement shall be settled between the particular employer concerned, and the secretary and president 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 other party within 14 days after such decision shall have been communicated to the party desiring to appeal.

(b) Should any dispute arise as to the size of any round the matter shall be referred to a committee comprising the management and the president, vice-president and secretary of the union.

General Conditions

10. (a) Torches shall be maintained and batteries and torch bulbs shall be supplied by the employer when workers are required to work outside daylight hours.

(b) All equipment shall be maintained in good repair by the employer and shall remain the property of the employer.

(c) Adequate washing facilities with hot and cold water and clean towels shall be provided for the use of the workers at the depot of the employer.

(d) One week's notice of termination of the employment shall be given by the employer or worker as the case may be; but nothing in this subclause shall prevent an employer from dismissing a worker summarily for serious misconduct or other good cause. On the termination of the worker's engagement he shall be paid all wages and other money due to him forthwith.

(e) Should the policy of the company change to contract of rounds the present employees shall have first opportunity of tendering for such contracts.

(f) It shall be a condition of employment under this agreement that the worker shall pay all union dues to the employer, who shall remit them to the appropriate union. By arrangement with the union the employer may deduct union dues from the wages of the workers.

Workers to be Members of the Union

11. (a) Subject to the provisions of section 175 of the Industrial Conciliation and Arbitration Act 1954 it shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any person who is not for the time being a member of the Nelson Milk Roundsmen's Industrial Union of Workers. It shall not be lawful for the employer to allow any workers covered by this agreement to commence employment until such worker can produce evidence of union membership.

(b) Every person, who being obliged to become a member of any union by the operation of the foregoing provisions fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this agreement and shall be liable accordingly.

(c) (NOTE—Attention is drawn to subsection (3) of section 174 of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Application of Agreement

12. This agreement shall apply to the original parties named herein.

Terms of Agreement

13. This agreement in so far as wages and special payments are concerned shall be deemed to have come into force on the 1st day of November 1961, and in so far as all other matters are concerned it shall come into force on the day of the date hereof and shall continue in force until either party through their representatives serve notice that a new agreement is desired, within the limits specified in part five, section 103 (3) of the Industrial Conciliation and Arbitration Act 1954.

In witness whereof the parties hereto have executed these presents this 7th day of November 1961.

For and on behalf of Nelson Dairies Ltd.

[L.S.]

K. M. CORDER, Director, Griffin, Hodgson, West and Co.

Witness to the above signature—C. B. Hodgson.

For and on behalf of the Nelson Milk Roundsmen's Industrial Union of Workers:

[L.S.]

C. E. DAVIES, Secretary.

Witness to the above signature—R. Sainsbury.