

NORTH ISLAND HERD TESTERS—INDUSTRIAL AGREEMENT

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

This industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 1st day of August 1963, between the North Island Federated Herd Testers' Industrial Association of Workers (hereinafter referred to as "the union") of the one part and Auckland Herd Improvement Association (Incorporated), Bay of Plenty and East Coast Herd Improvement Association (Incorporated), Northland Herd Improvement Association (Incorporated), Taranaki Herd Improvement Association (Incorporated), and Wellington/Hawke's Bay Herd Improvement Association (Incorporated), (hereinafter referred to as "the employers") of the other part, whereby it is mutually agreed by and between the parties hereto 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 hereby incorporated in and declared to form part of this agreement.

(2) The said parties 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, and shall in all respects abide by and perform the same.

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SCHEDULE

Term of Agreement

1. This agreement shall be deemed to have come into force on the 1st day of August 1963, and shall continue in force until the 31st day of July 1964.

2. In the event of either of the parties committing a breach of this agreement the matter will be investigated at a conference between the employers and the union before any action is taken by the aggrieved party.

3. The employers shall provide reasonable conveniences and facilities for employees working at a testing depot or a dairy factory.

4. The employers shall notify the union of any mutual arrangement made with any of their employees concerning rates of remuneration or conditions of employment which are not provided for in this agreement.

5. The employers shall supply all employees with their conditions of employment in writing.

6. The employers shall make a cash advance against the expenses of any officer being transferred from one district to another.

7. A junior testing officer, on promotion from a depot to a group during the month, shall be paid any reasonable travelling expenses that may be incurred by him provided he claims for such expenses from the association concerned.

8. Any officer carrying out any work whatsoever at the request of the association shall be paid his board and lodging if free accommodation is not provided for him.

9. Officers' monthly wages shall be in their hands before the finish of the monthly testing period.

10. The employers shall pay the union levies to their respective union representatives.

11. Copies of this agreement, allowing one for each member of the union, shall be in the hands of the union secretaries at least two weeks before their respective annual meetings.

12. As the Auckland and Bay of Plenty and East Coast Herd Improvement Associations commence the first testing period of the new season in July 1963, the wages and conditions set out in this agreement shall apply to the employees (and employers where applicable) of these associations as from their respective starting dates for the new season.

13. All references to days worked per month, holiday leave, etc., shall be interpreted, in the case of the two aforesaid associations, as being applicable to officers' rounds in the testing periods.

General Conditions of Employment

14. (a) *Period of Employment*—Employment shall be available to all officers for 12 months of the year, and they shall be paid for each and every month of such employment, subject to the following conditions:

- (i) Officers who at 31 May have not completed at least six months' service are not entitled to payment for the months of June and July.
- (ii) Officers who do not make themselves available for work in June and/or July shall not receive payment for those months.
- (iii) Officers who work in June and/or July shall receive their wages in those months, but those who are available, but who are not called upon to work, shall be paid all wages due to them for June and July with their August and September wages cheques. The employers reserve the right to require any employee to give a written undertaking that he or she shall remain in the employ of their association for a reasonable period within the new season.
- (iv) Failure to resume duties when required by the management will result in the forfeiture of winter wages for those officers who were not called upon to do any work.
- (v) Officers who are continuing in their association's employ for the following season, and who have completed testing duties to the end of their May round, and who have been in their association's employ for at least 10 consecutive months, shall be entitled to a paid holiday of one complete month (without a break), to be granted at the employer's discretion during the months of June and/or July.
- (vi) Officers who are leaving their association's employ at the conclusion of their May rounds, and who have been in their association's employ for at least 10 consecutive months, shall be entitled to a paid holiday of one calendar month.
- (vii) Officers who are continuing in their association's employ for the following season, and who have been in their association's employ for at least nine consecutive months, shall have holiday leave on the basis of nine-tenths of one calendar month.
- (viii) Officers who are leaving their association's employ at the conclusion of their May rounds, and who have been in their association's employ for at least nine consecutive months, shall be entitled to a paid holiday on the basis of nine-tenths of one calendar month.
- (ix) Payment for annual holidays for officers who have completed less than nine months' service, or who are not covered under the terms of this agreement, shall be in accordance with the Annual Holidays Act 1944 and amendments, such payments for officers who are leaving their association's employ to be made by 31 May.
- (x) Officers who have been granted one month's holiday leave in June and/or July, and whose employment ceases before the completion of 12 months' service, shall not be entitled to any additional holiday pay.

(xi) Officers who have been granted one month's holiday leave in June and/or July and who resign before 31 May following, after completing over 12 months' service, shall be entitled to *pro rata* holiday pay only in respect of that period of their employment in excess of 12 months.

(b) *Payment Whilst Training*—Officers shall be paid their full rate of pay during their period of training, and if free accommodation is not provided on the farm during that period the association shall be responsible for providing same free of cost to the officer.

(c) *Days Worked per Month*—All officers are to work the equivalent of 25 herds per month, but shall be paid for 26 herds for the months of August to May inclusive or the equivalent testing periods as the case may be, but should it be necessary for any officer (including a relieving officer) to be employed for more than the equivalent of 25 herds in any month, he/she is to be paid for the extra days worked on a daily basis at time and a half rates. This latter provision does not apply, however, where officers work more than the equivalent of 25 herds during any month or months on account of past and/or future leave over and above the usual days off at the end of the month and annual holiday leave. In the event of an officer being allotted a group comprising more than 25 herds, he/she shall, for the months August to March (both inclusive) be entitled to payment at overtime rates for the number of herds exceeding 25, irrespective of whether any herd or herds withdraw from testing for the whole or part of that period. In such a case, however, payment for April and May shall be on the basis of 25 herds unless the number of herds actually tested exceeds that number.

(d) *Alternate Month Herds*—Provided officers testing alternate month herds sample 25 herds in the month concerned, they shall receive a payment of 10s. per herd for each *additional* herd "written up" by the herd tester because of the alternate month system, this *one* payment to cover all extra work.

The words "extra work" in this clause refer exclusively to additional work associated with herds under the alternate month system, and where an officer is employed for more than the equivalent of 25 herds in any month, he/she shall be paid for the extra days worked on a daily basis at time-and-a-half rates as provided for in clause 1 (c) in the Schedule of this agreement.

(e) *Loss of Days*—

(i) Where an officer is delayed through floods or power failures and loses a day or days for this reason, the days lost shall not be deducted from his/her pay.

(ii) Where an officer works less than 25 days in any one month through averages or any other factor beyond his control, he shall not be required to make up the time in any following month. This provision shall not apply, however, to any month or months where an officer works through two testing periods on account of past and/or future leave over and above the normal days off at the end of the round and annual holiday leave, provided such officer is not called on to do more than fifty (50) days' work in total.

(f) *Late Milking Hours*—Where sampling is carried out after 7 p.m. or after 8.30 a.m. and the officer concerned notifies the association to this effect, an extra 5s. per quarter hour or part thereof will be paid for the herd or herds in question for the period the milking continues beyond these hours.

(g) *Testing of Large Herds*—

(i) The management of an association shall undertake to give any reasonable assistance with the work where an officer has to test large herds, but any officer desiring this assistance must notify the management of the conditions and request such assistance.

- (ii) Where, at any one testing visit, 140 cows or more are milked and the officer is required to record production or any other details he shall receive two days' pay for such herd, provided he does not receive assistance with the testing of the samples from an employee of the association.

This clause applies to testing officers and relieving officers but not to junior testing officers.

(h) *Part Time Officers*—Part time officers are to be paid on a daily basis according to the monthly scale of wages based on the equivalent of 25 herds, provided such officers are engaged on those terms.

(i) *Payment for Special Work*—

- (i) *Branding of Herds*—Officers are to receive payment at the rate of 1d. per cow for all cows branded by them, with the consent of their employers, provided the branding is carried out on a day or days when such officers are also sampling a herd or herds.
- (ii) *Association Own Samples Test*—Testing officers carrying out association own samples testing are to receive payment on the basis of 120 samples equalling one day's work. The depot officer shall receive payment for association own sampling herds on the same basis as herds sent in by group herd testing officers. Additional group herds will be used, together with association own sampling herds, in arriving at each full group. A claim will be made to the nearest full group of 25 herds.
- (iii) *Board While Canvassing*—Any officer who is unable to obtain free board and lodging during any period of his/her canvassing is to be reimbursed to the extent of the actual expense incurred by him/her, provided the officer concerned immediately notifies the management of the herd improvement association of the position and receives authority to incur such expense.
- (iv) *Tattooing of Calves for Farmers Who are Not Testing Their Herds*—The tattooing of calves for farmers who are not testing their herds shall be considered to be part of the duties of herd testing officers and shall be carried out by every officer except in cases where it is impracticable for the work to be done or an officer advises the association when he first commences his duties for the season that he is not prepared to carry out this work.

Officers are to receive payment for all calves tattooed by them for farmers who are not testing their herds provided the calves are tattooed with the consent of the employer who shall, not later than the end of the second testing period of the group concerned, provide each testing officer with a list of farmers who require calves to be tattooed.

Payment for tattooing calves shall be at the rate of 5s. per visit which shall include the payment for the first two calves tattooed and 1s. per calf for each additional calf which is tattooed, provided that an extra payment of 10s. per visit shall be made in all cases where requests to have calves tattooed are received after the end of the second testing period for the group concerned. Mileage allowance at the usual rate shall be paid if, because of the extra travelling involved, the officer's mileage for that particular month exceeds the minimum of 240 miles.

(j) *Transfer of Officers*—Officers are entitled to retain seniority in the event of their being transferred from one association to another.

(k) *Unsatisfactory Conditions*—An officer will not be compelled to test a herd where the management agree the conditions are not reasonable.

(l) *Shed Sheets*—The employers agree that they will stress with all members the importance of seeing that the Dairy Board shed sheets as supplied by the association are fully written up and placed in a suitable position in the milking shed, so that complete information will be readily available to testing officers.

(m) *Officers Living Off the Farm*—Where it has been agreed between the management of an association and a testing officer that the latter should live off the farm, the officer concerned shall be paid an additional 8s. 6d. per night when he does not stay on the farm, as an allowance for “keep” and travelling expenses, such amount to be paid monthly with the officer’s wages cheques.

(n) *Termination of Employment*—Any officer who decides to terminate his employment with the association shall give fourteen (14) clear days’ notice in writing of his intention to do so. If he fails to give the requisite notice, he shall, if required by the association, refund fourteen (14) days’ pay in lieu of notice.

In the event of the association deciding to terminate an officer’s employment, such officer shall be entitled to receive fourteen (14) clear days’ notice, or failing that, fourteen (14) days’ pay in lieu of notice, except where the employee has been guilty of gross misconduct or a serious breach of trust.

(o) *Barrier Cream for Hands*—Barrier cream will be supplied to officers for the protection of their hands on application to the employers.

Classification of Certain Officers

15. (a) *Junior Testing Officer*—A junior testing officer is defined as one who takes the weights and samples and in addition assists with the testing work.

(b) *Relieving Officer*—A relieving officer is defined as one who is specifically appointed to such a position.

16. *Rates of Wages to be Paid by the Auckland Herd Improvement Association, Bay of Plenty and East Coast Herd Improvement Association, Northland Herd Improvement Association and Taranaki Herd Improvement Association* shall be the basic rate as scheduled hereunder plus one extra day’s pay for each of the months August to May inclusive.

Male Officers—	Basic Wages per Calendar Month			August to May Wages per Calendar Month		
	£	s.	d.	£	s.	d.
(a) <i>Junior Testing Officers</i>	45	12	10	47	9	4
(b) <i>Testing Officers</i> —						
First year—						
Under 19 years of age	38	6	3	39	16	11
19 years of age	41	18	5	43	12	0
20 years of age	45	12	10	47	9	4
21 years of age and over	49	5	0	51	4	5
Second year—						
Under 19 years of age	41	18	5	43	12	0
19 years of age	45	12	10	47	9	4
20 years of age	49	5	0	51	4	5
21 years of age and over	52	16	10	54	19	2
Third year—						
Under 19 years of age	45	12	10	47	9	4
19 years of age	49	5	0	51	4	5
20 years of age	52	16	10	54	19	2
21 years of age and over	56	10	1	58	15	4

	Basic Wages per Calendar Month			August to May Wages per Calendar Month		
	£	s.	d.	£	s.	d.
Fourth year—						
Under 19 years of age	46	13	4	48	10	8
19 years of age	50	5	6	52	5	9
20 years of age	53	17	4	56	0	5
21 years of age and over	57	10	7	59	16	8
Thereafter—						
Under 19 years of age	47	13	10	49	12	0
19 years of age	51	6	0	53	7	1
20 years of age	54	17	10	57	1	9
21 years of age and over	58	11	1	60	18	0

NOTE—Second year rates of pay shall be paid to testing officers on a group on completion of 12 months' service, irrespective of their length of service at a testing depot.

(c) <i>Relieving Officers—</i>	Basic Wages per Calendar Month			August to May Wages per Calendar Month		
	£	s.	d.	£	s.	d.
Married	69	0	11	71	16	2
Single	65	15	1	68	7	9

The employers shall have the right to pay relieving officers higher wages than the aforesaid rates if in their opinion the nature of their work warrants additional remuneration.

Rates of Wages to be Paid by Employers to Female Officers—

	Basic Wages per Calendar Month			August to May Wages per Calendar Month		
	£	s.	d.	£	s.	d.
(a) <i>Junior Testing Officers</i>	42	7	10	44	4	4
(b) <i>Testing Officers—</i>						
First year—						
Under 19 years of age	35	1	3	36	11	11
19 years of age	38	13	5	40	7	0
20 years of age	42	7	10	44	4	4
21 years of age and over	46	0	0	47	19	5
Second year—						
Under 19 years of age	38	13	5	40	7	0
19 years of age	42	7	10	44	4	4
20 years of age	46	0	0	47	19	5
21 years of age and over	49	11	10	51	14	2
Third year—						
Under 19 years of age	42	7	10	44	4	4
19 years of age	46	0	0	47	19	5
20 years of age	49	11	10	51	14	2
21 years of age and over	53	5	1	55	10	4
Fourth year—						
Under 19 years of age	43	8	4	45	5	8
19 years of age	47	0	6	49	0	9
20 years of age	50	12	4	52	15	5
21 years of age and over	54	5	7	56	11	8

Thereafter—	Basic Wages per		August to May	
	Calendar Month		Wages per	
	£	s. d.	£	s. d.
Under 19 years of age	44	8 10	46	7 0
19 years of age	48	1 0	50	2 1
20 years of age	51	12 10	53	16 9
21 years of age and over	55	6 1	57	13 0

NOTE—(i) The employers shall have the right to increase the wages of females up to those of males if in their opinion such additional remuneration is warranted.

(ii) Second year rates of pay shall be paid to testing officers on a group on completion of 12 months' service, irrespective of their length of service at a testing depot.

17. *Rates of Pay to be Paid by the Wellington - Hawke's Bay Herd Improvement Association*, shall be the basic rate as scheduled hereunder plus one extra day's pay for each of the months August to May inclusive.

Male Testing Officers—	Basic Wages per		August to May	
	Calendar Month		Wages per	
	£	s. d.	£	s. d.
First year—				
Under 19 years of age	35	16 0	37	4 8
19 years of age	39	6 8	40	18 2
20 years of age	42	15 11	44	10 2
21 years of age and over	46	5 5	48	2 5
Second year—				
Under 19 years of age	39	4 1	40	15 6
19 years of age	42	14 9	44	9 0
20 years of age	46	4 8	48	1 8
21 years of age and over	49	13 11	51	13 8
Third year and thereafter—				
Under 19 years of age	42	12 3	44	6 4
19 years of age	46	3 3	48	0 3
20 years of age	49	12 10	51	12 7
21 years of age and over	53	2 5	55	4 11
Relieving Officers—				
Married	63	8 1	65	18 10
Single	59	19 6	62	7 6
Female Testing Officers—				
First year—				
Under 19 years of age	32	11 0	33	19 8
19 years of age	36	1 8	37	13 2
20 years of age	39	10 11	41	5 2
21 years of age and over	43	0 5	44	17 5
Second year—				
Under 19 years of age	35	19 1	37	10 6
19 years of age	39	9 9	41	4 0
20 years of age	42	19 8	44	16 8
21 years of age and over	46	8 11	48	8 8
Third year and thereafter—				
Under 19 years of age	39	7 3	41	1 4
19 years of age	42	18 3	44	15 3
20 years of age	46	7 10	48	7 7
21 years of age and over	49	17 5	51	19 11

NOTES—(i) *Fourth Year Rates*—For officers not participating in the association's superannuation scheme—an increase of £1 0s. 6d. per month over third year rates from commencement of the fourth year of service.

(ii) *Fifth Year Rates*—For officers not participating in the association's super-annuation scheme an increase of £2 1s. per month over the third year rates as from commencement of the fifth year of service.

(iii) *Sixth Year and Subsequent Years*—All officers to receive a £2 1s. per month higher rate than third year rates as from commencement of the sixth year of service.

(iv) The association shall have the right to increase the wages of females up to those of males if in its opinion such additional remuneration is warranted.

(v) *Male and Female Officers* employed by the Wellington - Hawke's Bay Herd Improvement Association (Inc.) who have completed two years' service shall become entitled to apply for inclusion in the association's subsidised insurance scheme.

Rates of Wages to be Mutually Agreed Upon

18. Rates of wages for the following classes of officers shall be mutually arranged between the officers and the management of the herd improvement association concerned:

- (a) Depot officers.
- (b) Depot assistants.
- (c) Female relieving officers.
- (d) Storemen.

Payment of Bonuses

19. An employer shall have the right to pay bonuses to any member of the staff of the association for any of the following reasons:

- (a) Length of service, or as an incentive to remain with the association.
- (b) Where it is apparent to the management that, taking all things into consideration, an officer has done considerably more work than the average.

Protective Clothing Allowance

20. A protective clothing allowance at the rate of £1 per month, with a maximum of £10 per annum, shall be paid in May each year or at the termination of service where an officer's service terminates during the season.

Transport

21. (a) *Method of Transport*—The employers shall decide whether an officer is to use a horse and vehicle or a motor vehicle on any particular group.

(b) Allowances to be paid for the use of motor vehicles owned by testing officers:

- (i) Allowances for canvassing work are to be determined by the employers.
- (ii) Except for the months of June and July, officers using motor vehicles at the request of the employers shall be paid a minimum allowance at the rate of £12 per calendar month for the first 240 miles and thereafter at the rate of 9d. per mile.
- (iii) Except for the months of June and July, officers using motor vehicles on groups designated by the employers as "horse and vehicle" groups and not at the request of the employers shall be paid a flat-rate of £10 per calendar month.
- (iv) Officers using motor vehicles in June or July for winter tests shall be paid an allowance based on £12 per calendar month and calculated on the actual mileage travelled or *pro rata* according to the number of herds tested, whichever amount is the greater.

- (v) In the event of any officer transporting another officer and his or her equipment in his/her motor-vehicle at the request of the employers, such officer shall be paid an additional allowance of 3d. per mile in respect of the actual milage covered while transporting the additional officer and his or her equipment.
- (vi) Where an officer considers he has to travel over very bad roads, he shall have the right to state his case to his employers, who shall give full consideration to the question of making an extra motor-vehicle allowance to him, provided his total milage is not less than 150 miles per month. The extra allowance shall be at a minimum rate of 3d. per mile and shall be paid only for the actual milage on very bad roads. In the event of the parties concerned being unable to agree on any particular claim made in accordance with this clause, the matter shall be referred to the local branch of the Automobile Association, whose decision shall be final.
- (vii) Rates of motor-vehicle allowances for depot officers and relieving officers shall be by mutual arrangement between the employer and the employee concerned.
- (viii) Where the cost of petrol is more than 3s. 8d. per gallon the extra cost shall be refunded by the association, provided the officer concerned lodges a claim with the management and supplies the necessary details supporting his claim.
- (c) *Travelling Expenses - Outside Staff Conference*—Officers attending an Outside Staff Conference in July shall receive payment for milage one way, or alternative transport paid, on the basis of the distance one way from the group where officers were employed at the end of the previous season.
- (d) *Motor-vehicle Registration and Insurance*—Provided officers using motor-vehicles at the request of their employers arrange for the insurance policies covering their cars to be taken out with an insurance company nominated by their employers, and provided further that for the purposes of compulsory motor-vehicle insurance (third party risks) officers nominate a company selected by the employers, the employers agree to make the following payments to such officers:
- (i) An amount equal to the difference in the expense involved in registering a motor-vehicle under class 5 as compared with class 4, and
 - (ii) An amount equal to the difference in the premium rates of a "commercial" third party property damage only policy as compared with a "private" third party property damage only policy.

It is hereby further agreed that in the event of the premium rates of the company selected by the employers being in excess of those obtainable by any officer with another insurance company, the employers unreservedly withdraw their right of nomination of a specific company, but nevertheless will reimburse such officer in accordance with clauses (i) and (ii).

Unqualified Preference Unionism - Workers to be Members of Union

22. (a) It shall be a condition of the engagement for a continuance in employment of any adult person (except a person who has been duly exempted from membership of an industrial union under the Industrial Conciliation and Arbitration Act 1954) in any position or employment covered by this agreement that such person shall be a member of a union of workers bound by the agreement or shall become a member of such a union within one month of the date of his being requested to do so by his employer or by any officer or representative of such a union.

(b) Any worker who is required to join a union of workers covered by this agreement, and who is not of general bad character, shall be entitled to be admitted to membership of the union and to remain a member thereof and enjoy the privileges of membership of the union so long as he complies with the rules of the union.

(c) For the purposes of subclause (a) of this clause, a person of the age of 18 years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of 21 years and upwards, shall be deemed to be an adult.

(d) Every person whose employment is conditional upon his being or becoming a member of any union by the operation of the foregoing provisions and who fails to continue as or to become within the time specified a member of that union shall be deemed to have broken his contract of service with his employer, and no such person shall continue or be continued in such employment for more than one week after the employer has been notified in writing by the union that he has failed to become or has ceased to be a financial member of the union.

Signed for and on behalf of North Island Federated Herd Testers' Industrial Association of Workers in the presence of:

J. E. JOHNSTON, President.
T. P. KAVANAGH, Hon. Secretary.

Witness to the signature of J. E. Johnston—Name: D. J. Edhouse. Occupation: Factory Manager. Address: N.Z.C.D.C., Waitoa.

Witness to the signature of T. P. Kavanagh—Name: D. J. Morgan. Occupation: Testing Officer. Address: 31 Kiwi Road, Devonport.

Signed for and on behalf of Auckland Herd Improvement Association (Incorporated):

S. J. SHEAF, General Manager.

In the presence of—Name: G. M. Burch. Occupation: Shorthand-typist. Address: 45 Selkirk Street, Hamilton.

Signed for and on behalf of Bay of Plenty and East Coast Herd Improvement Association (Incorporated):

A. GRAHAM, Secretary-Manager.

In the presence of—Name: J. F. Tinney. Occupation: Accountant. Address: Box 342, Whakatane.

Signed for and on behalf of Northland Herd Improvement Association (Incorporated):

G. J. PRATT, Manager.

In the presence of—Name: V. H. Hurrey. Occupation: Outside Supervisor. Address: Box 648, Whangarei.

Signed for and on behalf of Taranaki Herd Improvement Association (Incorporated):

C. W. BROAD, Manager/Secretary.

In the presence of—Name: C. Seamark. Occupation: Typist. Address: New Plymouth.

Signed for and on behalf of Wellington-Hawke's Bay Herd Improvement Association (Incorporated):

T. G. W. PAGE, Manager.

In the presence of—Name: V. T. Longley. Occupation: Testing Supervisor. Address: Palmerston North.