

## 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 1965, 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 1965, and shall continue in force until the 31st day of July 1966.

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 employer 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 cheques 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 1965, 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 24 herds per month or in the equivalent testing period.

Basic rates of pay shall apply for the first 24 days worked per month, after which, any extra days worked shall be paid for on a daily basis at time and a half rates. This latter provision does not apply however—

- (i) Where officers *at their own request* work 25 days per month. In such cases the extra day worked shall be paid for at basic rates.
- (ii) Where officers work more than the equivalent of 24 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. With the exception of clause (c) (i) above, in the event of an officer being allotted a group comprising more than 24 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 24, 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 24 herds unless the number of herds actually tested exceeds that number.

(d) *Extra Payment for Writing Up Additional Herds*—When an officer (including a relieving officer) has written up full particulars for 24 herds since the commencement of the season he/she shall receive a payment of 10s. for each additional herd for which full particulars are written up irrespective of the system of test. This payment covers calf marking associated with herds under the Alternate Month System.

(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 24 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 forty eight (48) 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.

NOTE—This clause does not apply where the late milking hours are caused by factors outside the member's control.

(g) *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 24 herds, provided such officers are engaged on those terms.

(h) *Payment for Special Work*—

- (i) *Branding of Herds*—Officers are to receive payment at the rate of 6d. 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) *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.

(iii) *Tattooing of Calves*—

(a) *P.R.T. Herds (Production Ranking Test)*—The tattooing of calves for farmers who are testing their herds under the Production Ranking Test shall be considered to be part of the duties of herd testing officers.

Payment for tattooing such 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. Milage allowance at the usual rate shall be paid if, because of the extra travelling involved, the officer's milage for that particular month exceeds the minimum of 240 miles.

- (iv) *Inspection of Tatoo markings*—When the tattoos of cows are examined by an officer, at the request of his employers, the officer concerned may claim and shall be entitled to receive a payment of 6d. per inspection of each animal.
- (v) *Owner Samples Test*—Officers testing milk samples under the owner sample system shall be paid 5d. per sample tested.
  - (b) *Farmers Who are Not Testing Their Own 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. Milage allowance at the usual rate shall be paid if, because of the extra travelling involved, the officer's milage for the particular month exceeds the minimum of 240 miles.

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

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

(k) *Shed Sheets*—The employers agree that they will stress with all members the importance of seeing that the Dairy Board shed sheets are 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.

(l) *Officers Living Off the Farm*—

(i) 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, provided he operates his own motor-vehicle, be paid an additional 15s. 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.

(ii) Where the association provides a motor-vehicle, the payment to the officer shall be 10s. per herd if he does not stay on the farm, and 5s. shall be retained by the association for travelling expenses.

(m) *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.

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

(o) *Rubber Aprons*—A rubber apron will be supplied to officers, if required, 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. Basic rates of pay as per the Schedules hereunder shall apply to all groups for which 2,000 cows or less are "signed for" testing at the commencement of the season by the members in a group of herds which can be tested in not more than 24 days work per month. (The number of cows "signed for" testing under the alternate month system will be halved for the purpose of arriving at the group size and for the production ranking test one-sixth of the number "signed for" will be used.)

Should the number of cows "signed for" testing in a group exceed 2,000 in a maximum of 24 days work, then an additional  $2\frac{1}{2}$  per cent on basic wages will be paid for every 100 additional cows or part thereof.

N.B.

- (i) Relieving officers are not eligible for this extra payment as their basic wage rates have been increased by  $7\frac{1}{2}$  per cent to allow for the above.
- (ii) Junior testing officers are not eligible for this payment.
- (iii) 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.
- (iv) When it is necessary owing to the size of the herd to send two testing officers to carry out the sampling and also the testing of such samples, half the number of cows in such herd shall be used to determine eligibility of group size for extra wages under clause 16.
- (v) In the event of it being necessary to send more than two officers to any particular herd, the question of the number of cows to be used to determine eligibility of group size for extra wages under clause 16 shall be determined by mutual agreement between the officers concerned and the management of the herd improvement association.

17. 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:

				Basic Wages per Calendar Month		
				£	s.	d.
(a) Junior Testing Officers	..	..	..	54	5	10
(b) Testing Officers—						
First year—						
Under 19 years of age	..	..	..	42	4	9
19 years of age	..	..	..	46	4	4
20 years of age	..	..	..	50	6	3
21 years of age and over	..	..	..	54	5	10
Second year—						
Under 19 years of age	..	..	..	46	4	4
19 years of age	..	..	..	50	6	3
20 years of age	..	..	..	54	5	10
21 years of age and over	..	..	..	58	5	1
Third year—						
Under 19 years of age	..	..	..	50	6	3
19 years of age	..	..	..	54	5	10
20 years of age	..	..	..	58	5	1
21 years of age and over	..	..	..	62	5	10
Fourth year—						
Under 19 years of age	..	..	..	51	8	11
19 years of age	..	..	..	55	8	6
20 years of age	..	..	..	59	7	8
21 years of age and over	..	..	..	63	8	4
Thereafter—						
Under 19 years of age	..	..	..	52	11	6
19 years of age	..	..	..	56	11	1
20 years of age	..	..	..	60	10	3
21 years of age and over	..	..	..	64	11	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) *Relieving Officers*—

					Basic Wages per Calendar Month		
					£	s.	d.
Married	..	..	..	..	81	16	6
Single ..	..	..	..	..	77	18	6

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.

18. *Basic Rates of Pay to be Paid by the Wellington - Hawke's Bay Herd Improvement Association*, shall be as follows:

(a) Testing officers who, with the association's permission, use their own motor vehicles for transport on the group to which they are appointed shall receive the same rates of pay as provided under clause 16 of this agreement.

(b) Testing officers who are provided with transport by the association be paid the basic rates as scheduled hereunder:

*Testing Officers*—

					Basic Wages per Calendar Month		
					£	s.	d.
First year—							
Under 19 years of age ..	..	..	..	..	39	9	5
19 years of age ..	..	..	..	..	43	7	4
20 years of age ..	..	..	..	..	47	3	7
21 years of age and over ..	..	..	..	..	51	0	2
Second year—							
Under 19 years of age ..	..	..	..	..	43	4	6
19 years of age ..	..	..	..	..	47	2	5
20 years of age ..	..	..	..	..	50	19	5
21 years of age and over ..	..	..	..	..	54	15	9
Third year and thereafter—							
Under 19 years of age ..	..	..	..	..	46	19	7
19 years of age ..	..	..	..	..	50	17	11
20 years of age ..	..	..	..	..	54	14	7
21 years of age and over ..	..	..	..	..	58	11	3

*Relieving Officers*—

Married	..	..	..	..	75	2	11
Single ..	..	..	..	..	71	1	7

NOTES—(i) *Fourth Year Rates*—For officers not participating in the association's superannuation scheme – an increase of £1 1s. 9d. 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 superannuation scheme an increase of £2 3s. 6d. 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 3s. 6d. per month higher rate than third year rates as from commencement of the sixth year of service.

(iv) *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*

19. 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) Storemen.



*Payment of Bonuses*

20. 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 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*

21. 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*

22. (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 employer.
- (ii) Except for the months of June and July, officers using motor vehicles shall be paid a minimum allowance at the rate of £12 12s. per calendar month for the first 240 miles and thereafter at the rate of 9d. per mile.
- (iii) Officers using motor vehicles in June or July for winter tests shall be paid an allowance based on £12 12s. per calendar month and calculated on the actual milage travelled or *pro-rata* according to the number of herds tested, whichever amount is the greater.
- (iv) 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.
- (v) 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 mileage 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.
- (vi) Rates of motor-vehicle allowances for depot officers and relieving officers shall be by mutual arrangement between the employer and the employee concerned.
- (vii) 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,



the employers agree to pay such officers 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 as set out above.

*Unqualified Preference Unionism – (Workers to be Members of Union)*

23. (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:

B. C. COLLINS, President.  
D. J. G. MORGAN, Hon. Secretary.

Witness to the signature of B. C. Collins—Name: G. M. Burch. Occupation: Shorthand-Typist. Address: 45 Selkirk Street, Hamilton.

Witness to the signature of D. J. G. Morgan—Name: G. M. Burch. Occupation: Shorthand-Typist. Address: 45 Selkirk Street, Hamilton.

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: Supervisor. Address: 196 Maunu Road, Whangarei.

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

C. W. BROAD, Manager/Secretary.

In the presence of—Name: C. D. King. Occupation: Accountant. Address: 15 Tainui Street, 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: G. G. Ram. Occupation: Secretary. Address: 666 Pioneer Highway, Palmerston North.

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