

AUCKLAND PROVINCIAL DAIRY CHEMISTS – INDUSTRIAL AGREEMENT

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 12th day of December 1972, between the members of the Auckland Provincial Dairy Chemists Industrial Union of Workers (hereinafter called: "dairy chemists") of the one part and the New Zealand Dairy Factories Industrial Association of Employers (hereinafter called "the employers") of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:

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 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.

SCHEDULE

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This industrial agreement shall apply to dairy chemists eligible for membership of the Auckland Provincial Dairy Chemists Industrial Union of Workers employed by co-operative dairy companies in the Northern Industrial District and to their employers.

TERMS AND CONDITIONS OF EMPLOYMENT

2. A contract of service shall be entered into between the employer and the employee on engagement specifying the hours of work, salary and other conditions of employment which are to apply.

Such salary shall be deemed to be inclusive of any payments required in terms of sections 19, 28 and 29 of the Factories Act 1946.

ANNUAL HOLIDAYS

3. Dairy chemists shall be allowed three weeks' holiday on full pay at a time to be mutually agreed.

TERMINATION OF EMPLOYMENT

4. A minimum of one month notice of termination of employment shall be given in writing by either party, except where both parties are in agreement to terminate employment within a shorter time for good cause. This provision shall not interfere with the right of any employer to dismiss a dairy chemist summarily for misconduct, insubordination or incompetence.

DISPUTES AND MATTERS NOT PROVIDED FOR

5. If any dispute shall arise in connection with any matter pertaining to or arising out of this agreement, it shall be referred by the Auckland Provincial Dairy Chemists' Industrial Union of Workers or by the New Zealand Dairy Factories' Industrial Association of Employers to a disputes committee, consisting of two representatives of the Chemists' Union and two representatives of the Employers Association, with an independent chairman agreed upon by the members of the committee, or, failing an agreement, appointed by the Conciliation Commissioner. If the committee fails to reach a majority decision, the chairman shall either decide the dispute or refer the matter to the

Court. The decision of such a committee or chairman, as the case may be, shall be final and binding, except that either the Auckland Provincial Dairy Chemists' Industrial Union of Workers or the New Zealand Dairy Factories' Industrial Association of Employers shall have the right to appeal against it to the Court of Arbitration, provided that notice of intention of appeal shall be given by the appellant in writing to the respondent within fourteen days of the committee's decision having been given.

UNQUALIFIED PREFERENCE

6. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this agreement so long as he continues in any position or employment subject to this agreement.

(c) Every member obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representatives of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this agreement.

(d) Every employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by an officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purpose of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this agreement.

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

TERM OF AGREEMENT

7. This agreement shall come into force on the day of the date hereof and shall continue in force for a period of three years.

In witness whereof these presents have been executed the day and year first hereinbefore written.

Signed on behalf of the Auckland Provincial Dairy Chemists Industrial Union of Workers:

R. W. Greenough.

Signed on behalf of the New Zealand Dairy Factories Industrial Association of Employers:

F. M. Mann.

G. O. Whatnall, Conciliation Commissioner.