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**North Island Dairy Factory  
Managers — (Conciliated)  
Collective Agreement**

**Dated 9/12/74**

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NOTE: See clause 16 herein for the date on which rates of wages come into force.

**NORTH ISLAND DAIRY FACTORY MANAGERS —  
REGISTERED COLLECTIVE AGREEMENT**

In the Industrial Commission of New Zealand — In the matter of the Industrial Relations Act 1973; and in the matter of the North Island Dairy Factory Managers Dispute of Interest between the North Island Dairy Factory Managers and Assistant Managers Industrial Union of Workers, and the undermentioned:

The New Zealand Dairy Factories Industrial Association of Employers,  
Federation House, 95-99 Molesworth Street, Wellington.

The Industrial Commission, having before it the terms of a conciliated settlement arrived at in the above-mentioned dispute of interest and notified to the Commission pursuant to the provisions of section 82 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the schedule hereto, and orders:

1. That the said terms, conditions, and provisions shall be binding on the parties hereto; and

2. That the said parties shall respectively do, observe, and perform every matter and thing by this collective agreement required to be done, observed, and performed, and shall not do anything in contravention of this collective agreement but shall in all respects abide by and perform it.

In witness of the registration of this collective agreement the seal of the Industrial Commission has hereto been affixed, and the President of the Commission has hereunto set his hand, this 9th day of December 1974.

(L.S.)

G. O. Whatnall, President.

**ARRANGEMENT OF AGREEMENT**

Clause Number	Title
1 —	Salaries
2 —	Accommodation and Perquisites
3 —	Computation of Output
4 —	Holidays
5 —	Long Service Bonus
6 —	Payment of Salaries
7 —	Term of Engagement
8 —	Staffing
9 —	Disputes
10 —	Personal Grievances
11 —	Definitions
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15 —	Scope of Agreement
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## SCHEDULE

## SALARIES

1. (a) The following shall be the minimum salaries payable to managers according to the classification of the factory:

	Classification	Per Annum \$
(i) Butter Factories —		
10,000 tonnes and over .....	A	9,204
Over 3,000 tonnes and up to 10,000 tonnes .....	B	8,832
3,000 tonnes and under .....	C	8,352
(ii) Cheese Factories —		
4,000 tonnes and over .....	A	9,298
Over 1,500 tonnes and up to 4,000 tonnes .....	B	8,750
1,500 tonnes and under .....	C	8,202
(iii) Milk Powder Factories —		
18,000 tonnes and over .....	A	9,901
Over 12,000 tonnes and up to 18,000 tonnes .....	B	9,582
Over 4,000 tonnes and up to 12,000 tonnes .....	C	8,843
4,000 tonnes and under .....	D	8,421
(iv) Casein Factories —		
Over 1,500 tonnes .....	A	8,479
1,500 tonnes and under .....	B	8,079

(v) A factory shall be classified according to the average annual production of the factory over the three years immediately preceding the coming into force of this agreement and that classification shall apply until such time as the average production over a three year period requires a reclassification.

Where, because of amalgamation or other factor, a three year average cannot be ascertained, the classification shall be based on the preceding year's production or the estimated production for the current year. Such classification shall be a temporary classification until such time as a three year average can be established.

(b) Multi-Product Manufacturing —

(i) Where a manager of a butter factory is required to undertake the manufacture of buttermilk powder, casein and/or spray powder he shall have his salary as provided in subclause (a) hereof increased as follows:

Buttermilk powder — by an amount equal to 10 per cent thereof

Casein and/or skim milk powder — by an amount equal to 30 per cent thereof.

provided that the foregoing loadings shall be decreased in proportion to the quantities of buttermilk or skim milk not so manufactured.

(ii) Where a manager of a spray powder factory or a casein factory is required to undertake the manufacture of casein or spray powder, he shall have his salary as provided in subclause (a) hereof increased by an amount equal to 10 per cent thereof.

(c) Diversion — Where normal milk is diverted from a factory and that factory's production is thereby reduced, the amount of milk so diverted shall be assessed on the basis of butter, cheese, powder, casein at latest assessed national averages and town milk supply at 2½ gallons per pound butterfat for the purposes of computing the salary of the manager of that factory.

(d) Managers using their cars on the employer's business shall be given a car allowance of 13 cents a mile.

(e) Assistant Managers — Where an assistant manager is employed he shall be paid a salary not less than 85 per cent of the manager's agreement rate for the products concerned.

(f) Nothing in this agreement shall result in a reduction of the salary being paid to any manager or assistant manager at the coming into force of this agreement, so long as such manager or assistant manager continues in his present employment. The salary being paid to any such manager or assistant manager on 30 June 1974 in terms of the superseded award shall be increased by 11.25 per cent from 1 July 1974 and by any subsequent general wage order or cost of living order.

### ACCOMMODATION AND PERQUISITES

2. (a) All managers covered by this agreement shall be provided with a suitable free residence or paid a reasonable allowance in lieu thereof which shall be mutually agreed upon.

(b) The allowance in lieu of residence shall only be applicable where it is by mutual agreement and the manager wishes to provide his own home.

(c) In lieu of butter, milk, cheese, power allowance and other perquisites previously provided, managers covered by this agreement shall be paid an allowance of \$250 per annum.

### COMPUTATION OF OUTPUT

3. For the purposes of defining the output, the factory weights shall apply.

### HOLIDAYS

4. Managers shall be allowed four weeks' holiday on full pay at a time to be mutually agreed.

### LONG SERVICE BONUS

5. Subject to the completion of the following periods of continuous service with the dairy industry, a worker shall be paid the lump sum bonus specified:

	\$
On completion of three years continuous service	25
On completion of four years continuous service	29
On completion of five years continuous service	33
On completion of six years continuous service	37
On completion of seven years continuous service	41
On completion of eight year continuous service	45
On completion of nine years continuous service	49
On completion of ten years continuous service	53
On completion of eleven years continuous service	57
On completion of twelve years continuous service	61
On completion of thirteen years continuous service	65
On completion of fourteen years continuous service	69
On completion of fifteen years and each subsequent year of continuous service	73

The foregoing rates shall be excluded from the application of any general wage order or cost of living order.

### PAYMENT OF SALARIES

6. Salaries shall be paid monthly and any final adjustment made within two months after the close of the employer's financial year.

### TERM OF ENGAGEMENT

7. One month's notice or such other term as may be mutually agreed upon shall be given in writing by either side of the intention to terminate the engagement but this shall not prevent summary termination for good cause. When the required notice is not given, one month's salary shall be paid or forfeited as the case may be.

### STAFFING

8. The manager shall have the power to engage or discharge employees under his control, and shall keep their time and furnish a correct statement of such time to the directors or secretary of the company. Should any question arise between the manager and the company as to the staffing of the factory, it shall be referred to and dealt with by the committee set up for the purpose of such disputes as provided for in clause 9 of this agreement.

### DISPUTES

9. 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 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 and not dealt with therein, every such dispute or difference shall be referred to a committee to be composed of three representatives of the union and three representatives of the New Zealand Dairy Factories Industrial Association of Employers together with an independent chairman to be mutually agreed upon. In the event of such committee being unable to settle the dispute, it may refer the matter to the Industrial Court. Either side shall have the right to appeal to the Court against any decision of such committee upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

### PERSONAL GRIEVANCES

10. (a) For the purposes of this clause, the expression "personal grievance" means any grievance that a worker may have against his employer because of a claim that he has been unjustifiably dismissed, or that other action by the employer (not being an action of a kind applicable generally to workers of the same class employed by the employer) affects his employment to his disadvantage.

(b) The standard procedure for the settlement of any personal grievance shall include the following:

- (i) Any worker who considers that he has grounds for a personal grievance shall have the right to submit his grievance in accordance with this procedure;
- (ii) As soon as practicable after a personal grievance arises, the worker shall submit the grievance to his immediate supervisor, affording him an opportunity to remedy the cause of the grievance, the intent being that it is desirable, if the circumstances permit it, to settle the grievance rapidly and as near as possible to the point of origin;

- (iii) Where any such attempt at settlement has failed, or where the grievance is of such a nature that a direct discussion between the worker and his immediate supervisor would be inappropriate, the worker shall notify the branch secretary or secretary or a duly authorised representative of his union, who, if he considers that there is some substance in the personal grievance, shall forthwith take the matter up with the employer or his representative;
  - (iv) If the matter is not disposed of in discussion with the employer or his representative, the grievance shall be reduced to writing in a statement setting out all the facts relied on. The statement shall establish the nature of the worker's grievance, and of the issues, for all subsequent consideration of the case;
  - (v) The written statement shall be referred to a grievance committee consisting of an equal number of representatives (not exceeding three) nominated respectively by the union and the employer, with or without a chairman as the parties may decide;
  - (vi) The employer shall have the right to be assisted or represented before the grievance committee by an employers' organisation;
  - (vii) If the matter is not settled by the grievance committee, it shall be referred to the Industrial Court;
  - (viii) The reference to the Court may be made by the employer or his representative, or by the worker's union or its representative, or by both;
  - (ix) The Court, after inquiring fully into the matter and considering all representations made by or on behalf of the parties, may make a decision or award by way of a final settlement which shall be binding on the parties;
  - (x) It shall be the duty of every party to the award or agreement to promote the settlement of personal grievances under the procedures hereinbefore provided and to abstain from any action that might impede the effective functioning of the procedures.
- (c) For the purpose of ensuring that the work of the employer shall not be impeded but shall at all times proceed as if no dispute relating to the personal grievance had arisen:
- (i) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute;
  - (ii) While the provisions of the procedure for the settlement of the personal grievance are being observed, no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.
- (d) Any statements made or information given in the course of any proceedings before a grievance committee or the Court in respect of an alleged unjustifiable dismissal shall be absolutely privileged.
- (e) In the case of an alleged unjustifiable dismissal, any final settlement, decision or award made under this clause may, if it includes a finding that the worker was unjustifiably dismissed, provide for any one or more of the following:
- (i) The reimbursement to him of a sum equal to the whole or any part of the wages lost by him;
  - (ii) His reinstatement in his former position or in a position not less advantageous to him;
  - (iii) The payment to him of compensation by his employer.
- (NOTE — This clause has been inserted in accordance with the requirements of section 117 of the Industrial Relations Act 1973.)

## DEFINITIONS

11. For the purpose of this agreement a "manager" is the person appointed by a dairy company (or owner of a dairy factory) and held responsible for the manufacture of dairy products, and is duly registered as a factory manager under the Dairy Factory Managers Regulations and their amendments.

## GENERAL

12. One day off each week to be taken at a time to suit the work of the factory shall be allowed from 1 September to 30 April inclusive. For the remaining four months two days off each week shall be allowed. Days off shall not be allowed to accumulate except by prior agreement.

## UNQUALIFIED PREFERENCE

13. (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 worker 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 representative 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 any 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 of any age who for the time being is in receipt of not less than the minimum rate of wages payable to a person of 18 years or upwards.

(NOTE — Attention is drawn to section 104 of the Industrial Relations Act 1973 which gives to workers the right to join the union.)

## APPLICATION OF AGREEMENT

14. This agreement shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every industrial union, industrial association, or employer who, not being an original party hereto, is, when this agreement comes into force or at any time whilst this agreement is in force, connected with or engaged in the industry to which this agreement applies within the industrial districts to which this agreement relates.

## SCOPE OF AGREEMENT

15. This agreement shall operate throughout the Northern, Taranaki, and Wellington Industrial Districts.

## TERM OF AGREEMENT

16. This agreement, in so far as provisions relating to the rates of salary to be paid are concerned, shall be deemed to have come into force on the 1st day of July 1974, and so far as all other provisions of this agreement are concerned, it shall come into force on the day of the date hereof; and this agreement shall continue in force until the 30th day of June 1975.

In witness whereof the seal of the Industrial Commission has hereto been affixed, and the President of the Commission has hereunto set his hand, this 9th day of December 1974.

(L.S.)

G. O. Whatnall, President.

## MEMORANDUM

Associated with the terms of settlement was an application pursuant to Regulation 7 of the Wage Adjustment Regulations 1974. The Commission accepts, in the light of the successful three years' discussions to alter the basis of the salary structure, that it would be a serious anomaly if the agreement of the parties were not approved. The terms of settlement are registered in accordance with the agreement between the parties.

The unqualified preference provision (clause 15) has been inserted in accordance with the agreement of all the assessors.

The rates of remuneration prescribed by this collective agreement are NOT to be increased by the application of the 9 per cent general wage adjustment that was effective from 1 July 1974 pursuant to the Wage Adjustment Regulations 1974.

Having regard to prevailing circumstances the Commission has, pursuant to section 92 (2) of the Industrial Relations Act 1973, consented to the specified period for which this agreement is to continue in force being less than one year from the date of registration of this agreement.

G. O. Whatnall, President.