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**New Zealand (except Wellington  
10 mile Radius) Milk Pasteurising  
and Bottling Factories Employees—  
Collective Agreement (Conciliated)**

**Dated 2/12/74**

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Note: See clause 27 herein for the date on which wages come into force.

NEW ZEALAND (EXCEPT WELLINGTON 10-MILE RADIUS) MILK  
PASTEURISING AND BOTTLING FACTORIES EMPLOYEES—  
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 New Zealand (except Wellington 10-mile Radius) Milk Pasteurising and Bottling Factories Employees Dispute of Interest between the New Zealand Dairy Factories and Related Trades Industrial Union of Workers, and the undermentioned:

NORTHERN INDUSTRIAL DISTRICT

Auckland Milk Corporation Ltd., P.O. Box 12005, Penrose, Auckland.  
Bay of Islands Milk Treatment Company Limited, P.O. Box 14, Kaikohe.  
Dargaville Milk Treatment Company Limited, P.O. Box 133, Dargaville.  
Eastern Bay of Plenty Milk Company Limited, P.O. Box 342, Whakatane.  
Gisborne Co-operative Dairy Company Limited, P.O. Box 180, Gisborne.  
Gisborne Co-operative Milk Producers Association Limited, P.O. Box 495, Gisborne.  
Hamilton Milk Producers Company Limited, P.O. Box 11054, Hamilton.  
Kaitaia Milk Producers Association, P.O. Box 2, Kaitaia.  
Kaitaia Milk Treatment Limited, P.O. Box 2, Kaitaia.  
Kaitieke Co-operative Dairy Company Limited, Private Bag, Taumarunui.  
New Zealand Co-operative Dairy Company Limited, P.O. Box 459, Hamilton.  
Okitu Co-operative Dairy Company Limited, P.O. Box 451, Gisborne.  
Rodney Co-operative Dairy Company Limited, P.O. Box 30, Warkworth.  
Rotorua Milk Treatment Company Limited, P.O. Box 530, Rotorua.  
Svendsen, H. H. and Sons Limited, P.O. Box 98, Pukekohe, Auckland.  
Tauranga Milk Company Limited, Tauranga.  
Thames Milk Treatment Company Limited, P.O. Box 400, Thames.  
Thames Valley Milk Producers Limited, 197 Whitaker Street, Te Aroha.  
Waikato Milk Company Limited, P.O. Box 11054, Hamilton.  
Waitomo Milk Treatment Corporation, Te Kuiti.  
Warkworth Town Milk Treatment Company Limited, P.O. Box 19, Warkworth.  
Western Bay of Plenty Co-operative Milk Producers Limited, P.O. Box 2053, Tauranga.  
Whakatane Milk Pasteurising Company, P.O. Box 117, Whakatane.  
Whangarei City Council, P.O. Box 42, Whangarei.

TARANAKI INDUSTRIAL DISTRICT

City Dairy Limited, P.O. Box 176, New Plymouth.  
Taranaki Co-operative Dairy Company Limited, P.O. Box 97, Stratford.

WELLINGTON INDUSTRIAL DISTRICT

Hawke's Bay Milk Producers Association Limited, P.O. Box 511, Napier.  
Hutt Valley Milk Corporation Ltd., P.O. Box 35057, Naenae.  
Maharashtra Milk Company Limited, P.O. Box 511, Napier.  
Manawatu Co-operative Milk Producers Association Limited, P.O. Box 843, Palmerston North.  
Milk Processing (P.N.) Limited, P.O. Box 219, Palmerston North.  
Raetihi Pasteurised Milk Supply Company Limited, Ballance Street, Raetihi.  
Wanganui Milk Treatment Company Limited, P.O. Box 97, Wanganui.  
Wellington Dairy Farmers Co-operative Association Limited, P.O. Box 35007, Naenae.

## MARLBOROUGH INDUSTRIAL DISTRICT

Blenheim Milk Producers Association, P.O. Box 42, Blenheim.  
 Marlborough Milk Treatment Company Limited, Maxwell Street, Blenheim.

## NELSON INDUSTRIAL DISTRICT

Milk Treatment (Nelson) Limited, P.O. Box 10, Nelson.  
 Nelson Co-operative Producers Association, P.O. Box 10, Nelson.

## WESTLAND INDUSTRIAL DISTRICT

Westland Milk Treatment Station, P.O. Box 220, Greymouth.  
 Westport United Dairies Limited, P.O. Box 9, Westport.

## CANTERBURY INDUSTRIAL DISTRICT

Canterbury Dairy Farmers Milk Station Limited, P.O. Box 6027, Upper  
 Riccarton, Christchurch.  
 K.B.'s Dairies (Ashburton) Limited, South Street, Ashburton.  
 Metropolitan Milk Company Limited, P.O. Box 6035, Upper Riccarton,  
 Christchurch.  
 South Canterbury Co-operative Milk Producers Association Limited,  
 C/- Timaru Milk Company Limited, P.O. Box 132, Timaru.  
 Timaru Milk Company Limited, P.O. Box 132, Timaru.  
 Waimate Co-operative Dairy Factory Company Limited, P.O. Box 66,  
 Waimate.

## OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Balclutha Milk Treatment Station Limited, P.O. Box 19, Balclutha.  
 Central Milk Station Co-op. Limited, P.O. Box 741, Dunedin.  
 Dunedin Co-operative Milk Station Limited, P.O. Box 204, Dunedin.  
 Invercargill Milk Supply Company Limited, P.O. Box 428, Invercargill.  
 Mataura Co-operative Dairy Company Limited, P.O. Box 17, Mataura.  
 North Otago Dairy, Chelmer Street, Oamaru.

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 2nd day of December 1974.

(L.S.)

G. O. Whatnall, President.

## ARRANGEMENT OF AGREEMENT

Clause Number	Title
1	Industry to Which Agreement Applies
2	Hours of Work
3	Rosters
4	Wages and Classification
5	Saturdays and Sundays
6	Holidays
7	Annual Holidays
8	Long Service Bonus
9	Special Holidays for Long Service
10	Overtime
11	Payment of Wages
12	Smoko
13	Mealtime Intervals
14	General Conditions
15	Accommodation
16	Travelling to Other Factories
17	Termination of Employment
18	Wages and Time Book
19	Right of Entry Upon Premises
20	Disputes
21	Personal Grievances
22	Under-rate Workers
23	Unqualified Preference
24	Notification
25	Application of Agreement
26	Scope of Agreement
27	Term of Agreement

## SCHEDULE

## INDUSTRY TO WHICH AGREEMENT APPLIES

1. This agreement shall apply to workers and their employers employed in milk and/or cream pasteurising factories, pasteurising and/or bottling factories, and in milk and/or cream distributing factories or depots, and milk storage depots, and in the manufacture of yoghurt, cottage cheese, and other by-products manufactured on the premises of milk stations, and to drivers (including drivers employed on wholesale rounds but excluding roundsmen on retail house-to-house deliveries), employed in carting milk and/or cream and/or by-products to or from such factories or depots and milk storage depots.

## HOURS OF WORK

2. (a) The ordinary hours of work for all workers shall be 40 per week.

(b) Such hours shall be worked on not more than five days of the week.

Not more than eight hours shall be worked on any day without payment of overtime.

(c) (i) Except as hereinafter provided where shifts are not worked the ordinary hours of work shall be worked between the hours of 7 a.m. and 5.30 p.m.

(ii) The foregoing paragraph shall not apply to employees working in milk storage depots or to drivers when employed on wholesale rounds.

A milk storage depot means a place where milk is stored but not treated, and a wholesale round is defined as the delivery of milk in quantities of two gallons or over to any one customer.

Such workers required to commence their ordinary hours of work prior to 7 a.m. or after 5.30 p.m. shall be paid an allowance of \$1 per day extra.

(iii) Except where shifts are worked, drivers employed on milk collection who are required to commence their ordinary hours of work before 7 a.m., but in no case before 5.30 a.m., shall be paid an allowance of \$1 per day extra.

(iv) The allowance provided in paragraphs (ii) and (iii) of this subclause shall be payable to such workers called back to work their rostered day or days off.

(d) Excepting when changing shifts or when necessitated by absenteeism, a worker required to commence a new day's work or a new shift before having a break of nine hours shall be paid at double ordinary rates for the time by which the nine-hour break is reduced.

(e) Where practicable, each worker shall be allowed his two days off consecutively.

(f) Excepting for mealtimes, where continuity of hours is not observed, all time from commencing to finishing work in any day shall be deemed to have been worked: Provided, however, that this clause shall not operate after eight continuous ordinary hours worked on any day.

(g) Shift workers whose normal duties commence before 6 a.m. or after midday shall be paid \$1.09 per shift extra.

### ROSTERS

3. (a) Each employee shall be entitled to have two days off in each week and such days shall be on a rotating roster system to provide for an equitable distribution of weekend work. Such roster shall be posted up in a position accessible to employees at least one week prior to its commencement and shall be for a minimum period of seven weeks.

(b) (i) In cases of sickness, accident, or absence of a regular worker, or by agreement between the union branch secretary and the management, the roster may be varied.

(ii) An employee wishing to change his roster day or days by mutual arrangement with another worker, must obtain prior approval from the management and the roster shall be deemed to be amended in respect of such workers for that day or days.

(c) Where it is not practicable to operate the rotating roster it may be varied only by arrangement between the union representative and the employer.

(d) The roster provisions shall not apply where any particular class of work is performed (e.g. laboratory or school milk) where the ordinary hours of work are confined to Monday to Friday inclusive.

(Note—In cases where work is performed outside the ordinary weekly hours the usual overtime provisions shall apply.)

(e) Except as otherwise provided the method of rotating the roster for each employee shall be in accordance with the following table, or such other table as may be agreed upon between the New Zealand Milk Treatment Stations Industrial Union of Employers and the New Zealand Dairy Factories and Related Trades Industrial Union of Workers.

Week No.	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
One	.. X	X					
Two	..	X	X				
Three	..		X	X			
Four	..			X	X		
Five	..				X	X	
Six	..					X	X
Seven	.. X						X

X represents "days off"

(f) It shall not be compulsory for employers to commence the working week on a Sunday, provided, however, that subclause (a) of clause 11 of this agreement is complied with.

(g) Any worker required to work on his day or days off shall be credited with eight hours' work. This provision shall not apply where an employer and a worker agree that the worker may work fewer hours in which case the worker shall be paid only for the hours actually worked or where it has been an established practice to work and be paid for four hours only in which case a minimum of four hours shall be paid.

(h) Where possible a worker required to work on his day or days off shall be notified by mid-day on the day prior to the day on which he is required to work.

(i) Payment for rostered days off shall be in accordance with the following paragraphs:

(i) For time worked on a rostered day off between Monday and Saturday inclusive time and a half rates shall be paid for the first four hours and thereafter double time.

(ii) For time worked on a Sunday, being a rostered day off, double rates shall be paid.

(iii) Except as hereinafter provided where a worker is required to work on both his rostered days off and the second such day worked falls between Tuesday and Saturday inclusive, he shall be paid double time rates for all time worked on the second such day. For time worked on a Monday, being the second rostered day off worked in any week, time and a half rates shall be paid for the first four hours and double time rates thereafter.

(iv) Where a worker is required to work on both his rostered days off in any week, and such days are Sunday and Saturday, he shall be paid for time worked on Saturday at time and a half rates for the first four hours and double time rates thereafter.

(v) Hours of work paid for under the foregoing paragraphs (i) and (iv) of this subclause shall not be counted in the computation of overtime under clause 10 of this agreement.

(vi) This subclause shall not apply to such work performed on the statutory holidays prescribed in clause 6 of this agreement.

**WAGES AND CLASSIFICATION**

4. (a) Where on any shift 15 or more workers are employed there shall be: Per Week  
\$

Foremen .. .. .	..	..	..	..	..	85.70
First assistant .. .. .	..	..	..	..	..	80.21
Second assistant .. .. .	..	..	..	..	..	75.41
Third assistant .. .. .	..	..	..	..	..	72.67
All other workers .. .. .	..	..	..	..	..	68.55

(b) Where on any shift ten to 14 workers are employed there shall be:

Foremen .. .. .	..	..	..	..	..	83.64
First assistant .. .. .	..	..	..	..	..	78.15
Second assistant .. .. .	..	..	..	..	..	73.35
All other workers .. .. .	..	..	..	..	..	68.55

(c) Where on any shift six to nine workers are employed there shall be:

Foremen .. .. .	..	..	..	..	..	82.26
First assistant .. .. .	..	..	..	..	..	75.41
All other workers .. .. .	..	..	..	..	..	68.55

	Per Week \$
(d) Where on any shift five or less workers are employed there shall be:	
Foremen .. .. .	80.89
All other workers .. .. .	68.55
(e) Milk storage depots:	
A despatch man in charge .. .. .	71.98
All other workers .. .. .	68.55
(f) Any worker substantially employed in charge of pasteurising operations shall be paid \$75.41 per week unless already holding a higher classification.	
(g) Where the worker is required to hold a stationary engine-driver's certificate, he shall be paid in the case of a:	
First-class certificate .. .. .	82.95
Second-class certificate .. .. .	78.83
Such driver shall effect his own repairs.	
When eleven or more workers are employed on any shift, the workers under this subclause shall be in addition to the foregoing classifications specified under this clause.	
Boiler attendant's certificate .. .. .	73.12
(h) Laboratory—	
Adult laboratory assistant with not less than two years' continuous service as an adult laboratory assistant ..	71.98
All other workers .. .. .	68.55
(Note—Laboratory assistants employed as at 22 October 1972 shall not have their wage rates reduced by the operation of this agreement.)	
Worker in charge in receipt of a salary of \$5,000 or more per annum shall be exempt from the provisions of this agreement.	
(i) Mechanised milk bottling plants—	
A mechanised milk bottling plant is one which has an unstacker, decrater, bottle washer, filler and capper, crater, and stacking machine together with associated conveyors. Workers who are deemed by management as qualified to undertake all positions on such a line shall be paid ..	70.61
All other workers .. .. .	68.55
(j) Roller process skim milk powder manufacturing—	
Where there are one to three sets of drying machines there shall be a worker in charge who shall be paid ..	69.92
All other workers .. .. .	68.55
(k) Workers not otherwise classified who are employed for 50 per cent or more of their time in a cool room shall be paid ..	70.61
(l) Where a worker is required to tip milk and is so employed for 50 per cent or more of his time he shall be paid ..	71.29
(m) Where ten or more hands are employed there shall be a despatch man in charge who shall be paid \$71.98 per week unless already holding a higher classification.	
(n) Subject to the provisions of the Factories Act 1946 and its amendments, juniors may be employed at not less than the following rates of wages:	
Under 17 years of age .. .. .	41.13
17 to 17½ years of age .. .. .	47.99
17½ to 18 years of age .. .. .	58.27
Thereafter at the rate prescribed for "all other workers".	
(o) Where a youth is called upon to clean boilers or boiler tubes or to tip milk or cream, he shall be paid adult rates.	

Per Week  
\$

(p) (i) Drivers of any class of motor vehicle with a combined weight of vehicle and maximum load not exceeding the weights set out in the following schedule shall be paid not less than the following rates:

Up to 2 tons	..	..	..	..	72.75
Over 2 tons and up to 4 tons	..	..	..	..	73.75
Over 4 tons and up to 5½ tons	..	..	..	..	74.74
Over 5½ tons and up to 10 tons	..	..	..	..	76.28
Over 10 tons and up to 15 tons	..	..	..	..	77.61
Over 15 tons and up to 20 tons	..	..	..	..	78.72
Over 20 tons and up to 25 tons	..	..	..	..	80.11
Over 25 tons	..	..	..	..	81.61

Drivers employed driving a tanker or motor truck which is pulling a tanker trailer or trailer of 3 tons or over gross weight carrying a separate additional load shall be paid an additional \$1.71 per day or part of a day while so employed, the weight of the trailer not to be included in fixing the weight of the tanker or truck for the purposes of the wage classifications.

(ii) Where ten or more drivers are employed there shall be a foreman driver and his wages shall be \$1.15 per week in excess of the rate prescribed for the heaviest vehicle used.

(iii) Drivers' assistants, \$68.55 per week.

(q) A worker engaged for less than five days shall be deemed a casual worker and shall be paid on an hourly basis 10 per cent above the minimum rate prescribed for a weekly worker.

(r) A casual worker shall be entitled to payments similar to weekly workers under clauses 2, 5, 6, and 7 of this agreement.

(s) Any worker who on more than two days in any one week is a substitute or carries out the duties of another worker receiving a higher agreement rate of wages shall be paid such higher rate whilst so employed: Provided that in the case of workers classified as "all other workers", the period of such relieving duty to qualify for the higher agreement rate shall be not less than one day. Workers who are required to relieve drivers shall be paid the appropriate rate provided in this agreement whilst so employed.

(t) A worker qualifying by examination for and holding any of the following qualifications shall be paid the additional weekly amount specified. No worker shall be entitled to payment for more than one qualification.

Massey Agricultural College Diploma in Market Milk Intermediate Examination of the New Zealand Certificate in Science (Biology or Chemistry)	}	\$2.28
N.Z.I.M. Supervision Certificate (Industrial)		
New Zealand Certificate in Science (Biology or Chemistry)	}	\$2.86
N.Z.I.M. Certificate in Administration		
N.Z.I.M. Management Diploma		
University Degree in Technology		\$3.99

#### SATURDAYS AND SUNDAYS

5. (a) For all time credited to any worker on any Saturday within the five-day 40-hour week or eight hours per day, half ordinary rates extra for the first four hours and ordinary time rates extra thereafter shall be paid.

(b) For all time credited to any worker outside of the hours mentioned in subclause (a) of this clause the prescribed rates set out in clause 10 (Overtime) of this agreement shall be paid.

(c) Double rates shall be paid for all credited time on any Sunday.



### HOLIDAYS

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

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

(c) Subject to section 28 of the Factories Act 1946, when a worker's weekly day off falls upon the same day as any one 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.

(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) A minimum of eight hours shall be credited to each worker who is called back to work on any of the above holidays. This provision shall not apply where an employer and a worker agree that the worker may work fewer hours in which case the worker shall be paid only for the hours actually worked, or where it has been an established practice to work and be paid for four hours only in which case a minimum of four hours shall be paid.

(g) The employer shall pay wages for the above holidays to all workers performing work coming within the scope of this agreement who have been employed by him at any time during the fortnight ending on the day on which the holiday occurs.

Where any person has been employed in a factory by more than one employer during the fortnight ending on the day on which any of these holidays occurs, he shall be entitled to receive payment for the holiday from such one or more of those employers, and if more than one, in such proportions as prescribed by the Factories Act 1946.

### ANNUAL HOLIDAYS

7. (a) Except as otherwise provided, every worker shall at the end of each year of his employment by any employer become entitled to an annual holiday of three weeks paid on the basis of the worker's average weekly taxable earnings: Provided that the holiday pay does not exceed the worker's ordinary pay plus 30 per cent and provided, further, that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday. For the purpose of calculating a worker's average weekly taxable earnings for the year the employer may fix a close-off date other than the anniversary date of the worker's commencement of employment.

(b) After one year's continuous service with the same employer a worker shall be granted in respect of each further year of employment with that employer an annual holiday of four weeks instead of three weeks paid as prescribed in subclause (a) of this clause.

(c) In the case of regular shift workers the annual holiday shall be of four weeks instead of the holidays as prescribed in subclauses (a) and (b) of this clause.

(d) For the purposes of this clause lump sum special payments shall be excluded from the computation of average weekly taxable earnings, and ordinary pay shall be as defined in the Annual Holidays Act 1944.

(e) The annual holiday may be taken in one or two periods as the employer may decide. Where a holiday is taken in more than one period the amount payable under this clause shall be divided proportionately. Where a holiday is allowed wholly or partly in advance of the date fixed by the employer as

provided in subclause (a) of this clause it shall be sufficient compliance with this clause for payment to be assessed on the percentage formula prescribed in subclause (f) of this clause subject to final adjustment and payment of any remainder after that date: Provided that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday.

(f) Where the employment of any worker is terminated at the end of a period of employment which is not less than three weeks but less than one year, the employer shall forthwith pay to the worker, in addition to all other amounts due to him, an amount equal to 6 per cent of his gross taxable earnings but not exceeding 7.8 per cent of his gross ordinary pay for that period of employment.

(g) Where the period of employment is less than three weeks the amount to be paid as proportionate holiday pay shall be as prescribed by the Annual Holidays Act 1944.

(h) Where a worker is entitled to an annual holiday of four weeks instead of three weeks the provisions of subclause (f) of this clause shall be modified to provide payment of an amount equal to 8 per cent of the worker's gross taxable earnings but not exceeding 10.4 per cent of his gross ordinary pay for the period of his employment.

(i) For every specified holiday in clause 6 of this agreement falling within the annual holiday one extra day on pay shall be allowed. One day's pay is one-fifth of the ordinary weekly wage.

(j) Except where otherwise agreed upon, each worker shall be given four weeks' notice of when his annual holiday shall commence and his holiday shall be paid in advance.

#### LONG SERVICE BONUS

8. On completion of the following periods of continuous service with the same employer a worker shall be paid a lump sum bonus as follows:

	\$
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 years' continuous service .. ..	45
On completion of nine years' continuous service .. ..	49
On completion of ten years' continuous service .. ..	53
On completion of 11 years' continuous service .. ..	57
On completion of 12 years' continuous service .. ..	61
On completion of 13 years' continuous service .. ..	65
On completion of 14 years' continuous service .. ..	69
On completion of 15 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.

For the purpose of this clause continuous service with the same employer shall not be deemed to be broken by reason of the transfer of ownership as a result of amalgamation or other cause to a new employer who continues to employ such workers.

Only service from and including 1 February 1962 shall count for the purposes of this subclause.

This provision shall not apply where the employer has in operation or brings into operation an alternative scheme, whether on a weekly basis, which is not less favourable to the workers than the foregoing provision.

### SPECIAL HOLIDAYS FOR LONG SERVICE

9. (a) A worker shall be entitled to special holidays as follows:

- (i) One special holiday of two weeks after the completion of 20 years and before the completion of 30 years of continuous service with the same employer;
- (ii) One special holiday of three weeks after the completion of 30 years and before the completion of 40 years of continuous service with the same employer;
- (iii) One special holiday of five weeks after the completion of 40 years' continuous service with the same employer.

(b) Should a worker have completed 30 years of continuous service with the same employer prior to the date of this agreement he shall not be entitled to the special holiday provided in paragraph (i) of subclause (a) of this clause. Should a worker have completed 40 years of continuous service with the same employer prior to the date of this agreement he shall not be entitled to the special holiday provided in paragraph (i) or (ii) of subclause (a) of this clause.

(c) All such special holidays provided for in subclause (a) of this clause shall be on ordinary pay as defined by the Annual Holidays Act 1944, and may be taken in one or more periods and at such time or times as may be agreed by the employer and the worker.

(d) If a worker having become entitled to a special holiday leaves his employment before such holiday has been taken he shall be paid in lieu thereof.

(e) The provisions of this clause shall not apply where an employer has in operation or brings into operation an alternative scheme for rewarding service, which is not less favourable to the worker than the foregoing, including any bonus or gratuity or superannuation scheme (whether or not such scheme is solely at the cost of the employer, but at no less cost to the employer than the cost involved in providing special holidays under this clause).

(f) For the purpose of this clause continuous service with the same employer shall not be deemed to be broken by reason of transfer of ownership as a result of amalgamation or other cause to a new employer who continues to employ such workers.

### OVERTIME

10. (a) All work done in excess of the hours prescribed in clause 2 of this agreement shall be paid for at the rate of time and a half for the first four hours and thereafter double time.

(b) Except in the case of shift workers and workers mentioned in paragraphs (ii) and (iii) of subclause (c) of clause 2 of this agreement, time worked outside the hours prescribed in subclause (c) of clause 2 shall be paid for at the rate of time and a half for the first four hours and thereafter double time.

### PAYMENT OF WAGES

11. (a) All wages and other payments shall be paid weekly, in cash, and in the employer's time not later than Thursday after the completion of each week: Provided that where a worker and the employer agree in writing the employer may pay wages by lodgment at a trading bank to the credit of an account standing in the name of the worker.

(b) This agreement shall not operate to reduce the wages of any worker while he continues in his present position of employment.

(c) No deduction shall be made from the wages and other payments prescribed in this agreement except for union fees or superannuation or for goods supplied and for time lost through the worker's own default, sickness or accident not arising out of or in the course of employment.

## SMOKO

12. In every period of daily hours two periods of at least ten minutes each shall be allowed at a time to be arranged by the manager, so that there is no complete cessation or interruption of the work of the factory. All smoko periods shall be allowed without deduction. Tea, coffee, milk, and sugar shall be supplied free by the employer for consumption on the premises during such periods and at lunch time. Suitable cups shall also be provided.

## MEALTIME INTERVALS

13. (a) Excepting where the work can be completed in an extra half hour, no worker shall be called upon to work for more than four and a quarter hours continuously without an interval of not less than half an hour and not more than one hour.

(b) Any worker other than a shift worker, required to work overtime after 6 p.m., shall be paid a meal allowance of \$1.

(c) When a worker is required to stand by his plant in a factory during a mealtime interval he shall be paid for such time at ordinary rates.

## GENERAL CONDITIONS

14. (a) Attendance to motor vehicles may be performed within the hours specified in clause 2 of this agreement.

(b) (i) All workers shall be supplied by the employer free of cost with suitable waterproof aprons, and, where necessary, under-aprons.

(ii) One set of clean approved outer clothing shall be available to each worker at the commencement of each day's work. Factory workers shall wear overalls or smocks or other approved outer clothing (including head-gear) which shall be supplied free by the employer and laundered at his expense. Female workers, who are employed on work which is harmful to their clothing, shall be provided with suitable approved outer protective clothing. Except when engaged on company business, such clothing shall not be removed from the factory premises.

(iii) Where it is necessary for a worker to wear waterproof boots, the same shall be provided by the employer, but by agreement with a majority of his workers the employer may pay a boot allowance of 8 cents per day worked in lieu of providing any worker entitled to them. Where a boot allowance is paid workers shall provide themselves with and wear suitable boots. The question as to whether such equipment is necessary for any worker shall be settled by agreement between the employer and a representative of the union. In default of such agreement the question shall be settled under clause 20 of this agreement.

(c) All overalls or smocks as supplied shall be laundered and maintained at the employer's expense.

(d) 1200 millilitres of milk shall be provided free to each worker on each day of the week if he so desires. Alternatively, the employer may pay an allowance based on the local retail price of 1200 millilitres of milk for each day of the week.

(e) Each vehicle shall at all times be equipped with a torch supplied and maintained by the employer.

(f) A modern first aid emergency case, fully equipped, shall be kept in a convenient and accessible place; and where ammonia is in use a suitable respirator shall be kept available.

(g) In all factories and depots there shall be provided by the employer a clock which is visible to employees, and such clock shall be kept in good working order.

(h) All drivers shall be supplied with suitable oilskin coat and leggings, free of cost, and also a sou'wester when requested. In each year each driver shall

be supplied, as necessary, with up to two pairs of suitable leather boots to be maintained by the worker, but by agreement with a majority of drivers the employer may pay a boot allowance of 8 cents per day worked in lieu of providing boots. When a boot allowance is paid, drivers shall provide themselves with and wear suitable leather boots.

(i) It shall be a breach of this agreement for any employer to enter into any contract or sublet any work coming within the scope of this agreement on a "labour only" basis.

(j) Union notices shall be permitted to be posted up in the factory at a place approved by the management, which is always accessible to all employees.

(k) Suitable hand protectors shall be supplied to can washers.

(l) A driver shall not be required to pick up milk or cream cans of 28 litres or more unless a platform of not less than 1 metre in height, or a suitable loading device is provided.

(m) Workers handling and stacking water-sprayed crates of bottled milk shall be supplied with suitable waterproof jackets free of cost.

(n) All clothing and equipment issued free of cost shall remain the property of the employer and shall be returned to the employer upon the termination of the employment.

(o) Dirt Money—(i) When workers are required to enter flues or back-end smoke boxes for the purpose of cleaning them or to chip and/or clean the interior of boilers, they shall be paid 25 cents per hour extra, with a minimum 50 cents per day. When they are required to clean tubes by brush or scraper they shall be paid 50 cents per day extra.

(ii) A worker in charge of a boiler or boilers under steam shall not be called upon at the same time to perform or assist in the performance of the foregoing work.

(p) In every establishment a copy of the current agreement shall be posted up behind glass and in a place accessible to all workers.

(q) Sick Leave—(i) After 12 month's continuous service with the same employer, a worker shall be entitled to sick leave of five days' ordinary pay in respect of each year of service with that employer cumulative up to a maximum of 30 days.

(ii) A medical certificate as proof of illness shall be produced when required by the employer.

(r) Suitable wet weather clothing shall be available for any worker required to perform work outside any factory or depot in wet weather.

#### ACCOMMODATION

15. (a) Accommodation to the satisfaction of the Inspector of Factories shall be provided for the workers to change and dry their clothes and have their meals; and facilities shall be afforded for boiling water at mealtimes.

(b) Lockers approved by the Inspector of Factories shall be provided for all workers, who shall be responsible for the tidiness and maintenance other than fair wear and tear. Such lockers shall be made available at reasonable times for inspection. Any such inspection shall only take place in the presence of the worker.

(c) Adequate privy accommodation shall be provided.

(d) Hand basins with hot and cold running water shall be provided complete with toilet soap and nail-brush; and for each employee a separate towel or other suitable means for the drying of hands.

#### TRAVELLING TO OTHER FACTORIES

16. A worker who is required to travel in the service of his employer any distance in excess of the distance ordinarily travelled by him to and from his regular place of employment with such employer shall either be conveyed

at the expense of the employer or be paid for such excess distance at the rate of 13 cents per mile or part of a mile.

#### TERMINATION OF EMPLOYMENT

17. One week's notice of termination of employment shall be given by either side, but shall not be given during the annual holiday period. In lieu thereof, one week's wages shall be paid by the employer or forfeited by the worker. This provision shall not prevent the immediate termination by either side for good cause, in which case wages due shall be paid forthwith.

#### WAGES AND TIME BOOK

18. (a) Every employer bound by this agreement shall keep a wages and time book, in which shall be correctly recorded:

- (i) The name of every worker employed;
- (ii) The kind of work in which he is employed;
- (iii) The daily hours of his employment;
- (iv) The wages paid each week.

(b) The employer shall provide time sheets or time books to each worker, who shall each day record and initial the hours worked on that day.

(c) There shall be included in each worker's pay envelope a statement in detail of wages, overtime, and all other payments and deductions.

#### RIGHT OF ENTRY UPON PREMISES

19. For the purposes of this agreement any accredited representative of the New Zealand Dairy Factories and Related Trades Employees' Industrial Union of Workers may, at all reasonable times, upon notifying the person in charge, enter upon the premises of any employer bound by this agreement.

#### DISPUTES

20. (a) The procedure set out in the succeeding provisions of this clause shall apply to a dispute of rights between the parties bound by this instrument, or any of them, including a dispute on:

- (i) The interpretation of this instrument; or
- (ii) Any matter (not being a personal grievance within the meaning of section 117 of the Industrial Relations Act 1973) related to matters dealt with in this instrument and not specifically and clearly disposed of by the terms of this instrument.

(b) Either the workers' union or the employer or employers who are parties to any such dispute may invoke the procedure.

(c) The union and the employer or employers who are parties to any such dispute shall refer the dispute to a committee consisting of an equal number of representatives appointed respectively by the union and the employer or employers concerned, together with a chairman who shall be:

- (i) Mutually agreed upon by the parties; or
- (ii) If there is no such agreement, either a conciliator or a person appointed by him.

(d) A decision reached by a majority of the committee shall be the decision of the committee; but if the members of the committee (other than the chairman) are equally divided in opinion, the chairman may either:

- (i) Make a decision, which shall then be the decision of the committee; or
- (ii) Refer the dispute forthwith to the Industrial Court for settlement.

(e) Subject to the right of appeal conferred by subclause (f) of this clause, the decision of the committee shall be binding on the parties to the dispute.

(f) Any party may appeal to the Industrial Court against a decision of the committee, or any part of that decision. The appellant shall:

- (i) Within 14 days after the date on which the decision of the committee has been made known to him, give to every other party written notice of his intention to appeal; and

- (ii) Within seven days after the date on which that notice has been given, lodge with the Registrar of the Industrial Court a written notice of appeal; and
  - (iii) Specify in each such notice the decision or the part of the decision to which the appeal relates.
- (g) The essence of this clause being that, pending the settlement of the dispute, the work of the employer shall not on any account be impeded but shall at all times proceed as if no dispute had arisen, it is hereby provided that:
- (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 this clause are being observed no such employer shall, by reason of the dispute dismiss any worker directly involved in the dispute.
- (Note—This clause has been inserted in accordance with the requirements of section 115 of the Industrial Relations Act 1973.)

### PERSONAL GRIEVANCES

21. (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.)

#### UNDER-RATE WORKERS

22. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on application of the worker after due notice to the union, by the local Inspector of Awards and Agreements or such person as the Court may from time to time appoint for that purpose; and such inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such inspector or other person shall determine, and after the expiration of such period shall continue in force until 14 days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.



(d) It shall be the duty of the union to give notice to the Inspector of Awards and Agreements of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

#### UNQUALIFIED PREFERENCE

23. (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 purposes 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 the age 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.)

#### NOTIFICATION

24. (a) The employer shall, on the written request of the secretary of the union, at not shorter intervals than three months, supply to the union the names and addresses of all employees bound by this agreement.

(b) Acceptance of employment shall give the employer the authority to deduct from the workers' wages any outstanding union subscriptions upon the written request of the union secretary.

#### APPLICATION OF AGREEMENT

25. 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 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

26. This agreement shall operate throughout the Northern, Taranaki, Wellington (outside a ten-mile radius of the Chief Post Office, Wellington), Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

## TERM OF AGREEMENT

27. This agreement, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the first day of the working week in each establishment commencing on or after the 4th day of August 1974, and so far as all other provisions of the agreement are concerned, it shall come into force on the day of the date hereof; and this agreement shall continue in force until the 2nd day of August 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 2nd day of December 1974.

(L.S.)

G. O. Whatnall, President.

## MEMORANDUM

This collective agreement incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Conciliation Council. The unqualified preference provision (clause 23) 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.