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**Auckland Provincial Dairy Chemists —
Collective Agreement (Voluntary)**

Dated 23/4/79

NOTE: See clause 8 herein for the date on which rates of wages come into force

Form 6

Under the Industrial Relations Act 1973

REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the Auckland Provincial Dairy Chemists Dispute of Interest between the Auckland Provincial Dairy Chemists Industrial Union of Workers and the New Zealand Dairy Factories Industrial Association of Employers

The Arbitration Court, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Court pursuant to the provisions of section 65 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the form of submission or notification attached 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 Arbitration Court has hereto been affixed and a Judge of the Court has hereunto set his hand, this 23rd day of April 1979.

(L.S.)

J. R. P. Horn, Judge.

Section 65

Form 5

Regulation 9 (4)

Under the Industrial Relations Act 1973

SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

In the matter of the Industrial Relations Act 1973; and in the matter of the Auckland Provincial dispute of interest Dairy Chemists between the Auckland Provincial Dairy Chemists Industrial Union of Workers and the New Zealand Dairy Factories Industrial Association of Employers.

To the Registrar Arbitration Court

We hereby submit to you a signed copy of the terms of voluntary settlement of the above-mentioned dispute of interest arrived at by the parties pursuant of section 65 of the Industrial Relations Act 1973, for registration by the Arbitration Court as a collective agreement.

Dated at Wellington this 15th day of March 1979.

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

R. J. Armstrong, Hon. Secretary.

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

G. Perfect, Secretary.

AUCKLAND PROVINCIAL DAIRY CHEMISTS VOLUNTARY SETTLEMENT

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This 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.

LONG SERVICE BONUS

3. Subject to the completion of the following periods of continuous service in the dairy industry, a worker shall be paid a service bonus as follows:

| | |
|--|----|
| On completion of 3 years continuous service | 1% |
| On completion of 5 years continuous service | 2% |
| On completion of 10 years continuous service | 3% |
| On completion of 15 years continuous service | 4% |
| On completion of 20 years continuous service | 5% |

“Continuous service shall mean unbroken service within the industry. Payment of the bonus shall be made by aggregating the amount of the bonus with the basic salary.

This bonus shall not be paid to those members employed by the N.Z. Co-op Dairy Co. Ltd who are not responsible to a Factory Manager and who are not employed in a manufacturing centre”.

ANNUAL HOLIDAYS

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

TERMINATION OF EMPLOYMENT

5. A minimum of one month's 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.

DISPUTE AND MATTERS NOT PROVIDED FOR

6. If any dispute shall arise in connection with any matter pertaining to or rising 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 Conciliator. If the committee fails to reach a majority decision, the chairman shall either decide the dispute or refer the matter to the Arbitration 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 Arbitration Court provided that notice of the 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

7. (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 sub-clause (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 sub-clause (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 sub-clause (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 sub-clauses (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 purposes 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 104 of the Industrial Relations Act 1973 which gives to workers the right to join the union.)

TERM OF AGREEMENT

8. This agreement shall come into force on the 8th day of September 1978 and shall continue in force until the 7th day of September 1979.

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

R. J. Armstrong.

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

G. Perfect.

MEMORANDUM

This collective agreement incorporates the terms of voluntary settlement arrived at by the parties and forwarded to the Court for registration pursuant to section 65 of the Industrial Relations Act 1973.

The attention of the parties is drawn to section 95 of the Industrial Relations Act 1973 which provides for statutory holidays.

The attention of the parties is drawn to section 115 of the Industrial Relations Act 1973 as to disputes of rights. Clause 6 of this agreement is to be read in conjunction with the statutory code. Also, section 117 of the Act provides a standard procedure for the settlement of personal grievances. This procedure shall be deemed to be incorporated in this agreement.

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

(L.S.)

J. R. P. Horn, Judge.