

Please post in a Conspicuous Place accessible to Workers

**Kaipara Co-operative Dairy Company
Limited Factory Engineers —
Collective Agreement (Voluntary)**

Dated 8/3/82

NOTE: See clause 9 herein for the date on which rates of wages come into force.

Under the Industrial Relations Act 1973

REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the Kaipara Co-operative Dairy Company Limited Factory Engineers Dispute of Interest between the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers and the Kaipara Co-operative Dairy Company Limited.

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 8th day of March 1982.

(L.S.)

N. P. Williamson, 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 Kaipara Co-operative Dairy Company Limited Factory Engineers Dispute of Interest between Kaipara Co-op Dairy Co. Ltd and the NZ Engineering, Coachbuilding, Aircraft Motor & Related Trades Industrial Union of Workers.

To The Registrar Arbitration Court of New Zealand Wellington.

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 to Section 65 of the Industrial Relations Act 1973, for registration by the Arbitration Court as a Collective Agreement.

Dated at Auckland this 12th day of February, 1982.

Signed for and on behalf of Kaipara Co-op Dairy Co. Ltd.

J. L. Town.

Signed for and on behalf of The NZ Engineering, Coachbuilding, Aircraft Motor & Related Trades Industrial Union of Workers:

P. Denny.

AGREEMENT BETWEEN KAIPARA DAIRY COMPANY AND THE
NEW ZEALAND ENGINEERING, COACHBUILDING, AIRCRAFT,
MOTOR & RELATED TRADES INDUSTRIAL UNION OF WORKERS

SCOPE OF AGREEMENT

1. This agreement shall apply to those members of the N.Z. Engineering Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers employed as Factory Engineers under the N.Z. Factory Engineers Award by the Company. All other matters not dealt with by this agreement refer to the N.Z. Factory Engineers Award.

WAGES

2. The basic hourly rates of pay shall be:—

| | |
|------------------------|--------|
| Factory Engineer | \$6.35 |
| Fitters Mate | \$5.43 |

HOURS OF WORK

3. (a) The normal hours of work shall be eight hours per day between 7.00a.m. and 5.00p.m., Monday to Friday, or Monday to Sunday when working roster as provided in Clause 4.

(b) The commencing time of 7.00a.m. and the finishing time of 5.00p.m. as provided in subclause (a) of this clause may be altered by management to 6.00a.m. and 6.00p.m. Monday to Friday or Monday to Sunday after consultation with the workers concerned and having regard to manufacturing requirements.

SEVEN DAY ROSTER

4. Workers employed on agreed roster, shall work the agreed roster and be paid as set out hereunder:—

| Week | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|------|--------|--------|---------|-----------|----------|--------|----------|
| 1 | 16 | x | 8 | 8 | 8 | 8 | x |
| 2 | x | 8 | 8 | 8 | 8 | x | 14½ |
| 3 | 16 | 8 | x | 8 | 8 | 8 | x |
| 4 | x | 8 | 8 | 8 | x | 8 | 14½ |
| 5 | 16 | x | 8 | 8 | 8 | 8 | x |
| 6 | x | 8 | 8 | 8 | 8 | x | 14½ |
| 7 | 16 | 8 | x | 8 | 8 | 8 | x |
| 8 | x | 8 | 8 | 8 | x | 8 | 14½ |

'x' indicates day off. Figures indicate pay hours for basic 8 hrs worked.

ORDINARY TIME AND OVERTIME

5. (i) Time worked according to Clause (4) of this Agreement on the days Monday to Friday inclusive will be paid at ordinary rates.

(ii) Time worked in excess of 8 hours in any day or outside the period 6.00a.m. - 6p.m. on Monday to Friday inclusive will be paid at 1½ times ordinary rate for the first three such hours and at two times ordinary rate for further hours worked.

(iii) Time worked on Saturday will be paid at 1½ times ordinary rate for the first three hours and at two times ordinary rate thereafter. Time worked in excess of eight hours on Saturday will be paid at two times the ordinary rate.

(iv) All time worked on Sunday will be paid at two times ordinary rate.

(v) A worker called back on his rostered day off will be paid 1½ times the ordinary rate for the first three hours and thereafter two times the ordinary rate. (If the "call back" day is a Sunday subclause (iv) will apply).

A worker called back on both his weekly rostered days off will be paid at two times ordinary rate on the second of those "call back" days.

(vi) Clause 10 (b) of the Award will not apply to any of the workers currently employed under this agreement.

CALL OUTS

6. Whereby agreement between management and workers, a call out system is operated, workers not on standby shall be paid \$4.09 per call out Monday to Friday and \$5.45 Saturday, Sunday and Public Holidays.

STANDBY

7. Where by agreement between management and workers, workers are rostered to standby to return to work if necessary for plant maintenance after their normal hours of work, they shall be paid \$4.46 per day Monday to Friday and \$5.95 per day Saturday, Sunday and Public Holidays for the time they are rostered to standby. No worker shall qualify for both call out and standby payment on the same day.

BOOTS AND CLOTHING

8. (i) In lieu of the boot allowance prescribed in Clause 43 the Company will provide one pair of boots per year — boots which are suitable in the opinion of the Manager.

In the event of an employee leaving before 12 months have elapsed from the date of issue of such boots he will retain the boots but will be debited (against final wages) with a proportion of the boot price equivalent to the proportion of the 12 months not completed.

(ii) Jerseys, mittens and balaclavas (1 set per person) will be issued to those involved in defrosting the present freezers. Laundry of these will be the responsibility of the worker. They are to be returned at time of ceasing employment with the Company. Any such equipment not returned will be debited against final wages of worker concerned.

TERM OF AGREEMENT

9. This Agreement shall come into force on the 11th day of October 1981 and remain in force until the 10th day of October 1982.

Signed for and on behalf of The Kaipara Co-operative Dairy Company Limited:

J. L. Town.

Signed for and on behalf of the N.Z. Engineering, Coachbuilding, Aircraft, Motor & Related Trades Industrial Union of Workers:

P. Denny.

Dated 12th February 1982.

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.

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.)

N. P. Williamson, Judge.