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“The attention of all persons affected by this document is drawn to the transitional provisions concerning union membership set forth in section 17 Industrial Relations Amendment Act 1985.”

DUNCAN AND DAVIES TWILIGHT SHIFT WORKERS—COLLECTIVE AGREEMENT (VOLUNTARY)

Dated 11/10/85

NOTE: See clause 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 Duncan and Davies Twilight Shift Workers Dispute of Interest between Duncan and Davies Limited, New Plymouth and the New Zealand Labourers, General Workers and Related Trades Industrial Union of Workers.

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 11th day of October 1985.

(L.S.)

J. R. P. HORN,
JUDGE.

Section 65

Regulation 9(4)

Form 5

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 Duncan and Davies Twilight Shift
Workers Dispute of Interest

BETWEEN Duncan and Davies Ltd, New Plymouth

AND The New Zealand Labourers, General and Related Trades Industrial
Union of Workers.

To: The Registrar of the Arbitration Court.

WE HEREBY submit to you a signed copy of the terms of the 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 New Plymouth this 26th day of July 1985.

Signed for and on behalf of:

Duncan and Davies Ltd.

Ian Duncalf, Production Manager, Authorised Agent.

In the presence of:

G. J. Hancock, Industrial Advocate.

Signed for and on behalf of:

The New Zealand Labourers, General Workers and Related Trades IUOW.
R. T. Bianchi, Assistant Secretary, Authorised Agent.

In the presence of:

G. J. Hancock, Industrial Advocate.

TWILIGHT SHIFT AGREEMENT BETWEEN DUNCAN AND DAVIES LIMITED (HEREINAFTER CALLED "THE EMPLOYER" AND THE NEW ZEALAND LABOURERS, GENERAL WORKERS, AND RELATED TRADES INDUSTRIAL UNION OF WORKERS (HEREINAFTER CALLED "THE UNION").

Notwithstanding anything to the contrary in the New Zealand Nurserymen and Gardeners Award (hereinafter called "The Award") dated 6 May 1985 but subject to the provisions of the Factories and Commercial Premises Act 1981, twilight shifts may be worked by the Employer under the following conditions:

(1) This Agreement shall apply to all workers in the Export Packing Department.

(2) Twilight Shifts may be worked during the period from 1 April to 31 August inclusive and may be worked by workers other than full time workers from Monday to Friday between the hours of 5.00 p.m. and 9.00 p.m. on the same day.

(3) No worker who is at present in full time employment with the Employer shall be employed within the terms of this Agreement; provided that full time workers who are willing and available to work overtime shall be afforded the opportunity so to do; provided further that such full time workers who wish to work overtime shall, no later than the Friday of the week prior to the week in which such overtime will be available, notify the Export Packing Manager of their availability and intention to work the overtime.

(4) All workers other than full time workers employed on the twilight shift shall be paid pro-rata for the hours worked at not less than the appropriate ordinary time rates of pay as specified in Clause 4 of the Award and in addition shall be paid a shift allowance of 90 cents for every hour worked; provided that all work performed on the shift shall be paid for at adult rates.

(5) (i) A worker other than a full time worker who is regularly and continuously employed for a period of over one month under the terms of this Agreement shall be entitled to holiday pay calculated at eight per cent of his or her gross earnings for the period of his or her employment. Such an eight per cent entitlement shall comprise the six per cent sum specified in Clause 14 (d) of the Award plus a further two per cent in recognition of that worker's employment on shift work.

For the purposes of this subclause the term "regularly and continuously employed" shall refer only to a worker who works at least four complete shifts per week.

(ii) Where the period of employment is less than three weeks, the provisions of Clause 14 (e) of the Award shall apply.

(6) An interval of ten minutes shall be allowed during each twilight shift. Tea, milk and sugar shall be made available during such intervals at the Employer's expense.

(7) (a) Subject to the provisions of subclause (d) of this clause, two of the workers employed under the terms of this Agreement shall be designated by the Employer as "Agricultural Machine Operator Class (b)" in accordance with the definition provided in Clause 3 (d) of the Award and shall be paid as such in accordance with Clause 4 (a) (iv) of the Award.

- (b) Subject to the provisions of subclause (c) of this Clause it shall be the duty of the workers designated in accordance with subclause (a) of this Clause to perform all such work outside the confines of the covered work area as may be required to ensure the proper functioning of the operations carried out by the Twilight Shift; but nothing in this Agreement shall prevent the employment of these designated workers upon work inside the confines of the covered work area.
 - (c) During clement weather and during hours of daylight, any worker employed under the terms of this Agreement may be required to work outside the confines of the covered work area; provided that, at all other times except in the case of genuine emergency, no worker who is not a worker designated in accordance with the provisions of subclause (a) of this Clause shall be required to work outside the confines of the covered work area.
 - (d) Any dispute concerning the adequacy of the number of designated workers expressed in subclause (a) of this Clause, or any dispute arising from the operation of this Clause, shall be referred to a Disputes Committee in accordance with the provisions of Clause 24 of the Award.
- (8) It shall be a condition precedent to the lawful operation of this Agreement that it shall not have the effect of reducing the number of hours of ordinary or overtime work normally required of other workers in the Department in the employment of the Employer.
- (9) The operation of this Agreement shall be entirely without prejudice to, and shall not be regarded in any manner whatsoever as a precedent in respect of, any future conciliation proceedings between the Employer and the Union.
- (10) This Agreement shall come into force on the 1st day of April 1985 and shall continue in force until the 31st day of March 1986; provided that should the employer wish to reduce the term of the period specified in Clause 2 of this Agreement, one month's written notice shall be given to the Union and also to the workers covered by this Agreement, or one month's pay in lieu of notice shall be paid.

MATTERS NOT PROVIDED FOR

All matters not specifically and clearly provided for in this Agreement shall be subject to the appropriate provisions of the New Zealand Nurserymen and Gardeners Award dated 6 May 1985.

Signed for and on behalf of:

Duncan and Davies Limited.

Ian Duncalf, Production Manager.

26 July 1985.

Signed for and on behalf of:

The New Zealand Labourers, General Workers and Related Trades
Industrial Union of Workers.

R. T. Bianchi, Assistant Secretary.

2 August 1985.

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 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 nine months from the date of registration.

Clause 5 regarding holiday pay should be read in the light of section 17 of the Holidays Act 1981.

(L.S.)

J. R. P. HORN,
JUDGE.

NOTE—This instrument was previously known as the Duncan and Davies Limited (Waitara) Twilight Shift Workers VCA, dated 5.7.84, B.A. 1984, page 263 refers.