

**Please post in a conspicuous place accessible to workers**

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**HUTT VALLEY MILK CORPORATION  
ENGINEERING WORKERS —  
COLLECTIVE AGREEMENT  
(VOLUNTARY)**

**Dated 18/3/87**

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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 Hutt Valley Milk Corporation Engineering Workers dispute of interest between the Hutt Valley Milk Corporation and the New Zealand Engineering, Coachbuilding, Aircraft, Motor 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 said 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 18th day of March 1987.

(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 Hutt Valley Milk Corporation Engineering Workers Dispute of Interest; BETWEEN the Hutt Valley Milk Corporation; AND THE New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union or 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 WELLINGTON this 26th day of February 1987.

SIGNATURE OF PARTIES:

B. J. Landers, District Secretary  
P. A. Bell, Authorised Agent

**HUTT VALLEY MILK CORPORATION AGREEMENT**

This Agreement made in pursuance of the Industrial Relations Act 1973 this 26th day of February 1987 between the Hutt Valley Milk Corporation (hereinafter called the Employer) of the one part and the New Zealand Engineering Coachbuilding, Aircraft, Motor and Related Trades Industrial

Union of Workers (hereinafter called the Union) of the other part. Whereby it is mutually agreed by and between the said parties as set out in the following Schedule:

1. **WAGES**

Rates of pay for members of the Union employed by Hutt Valley Milk Corporation shall be determined as follows:

Factory Engineer ..... \$9.09 per hour

2. **ALLOWANCES**

The following shall be the rates payable in terms of the appropriate award provision as for qualification.

	<b>Per Hour Cents</b>
(a) Indentureship .....	36.00
(b) (i) Trade Certificate .....	44.00
(ii) Advanced Trade Certificate .....	49.00

(Note: These allowances shall be accumulative).

3. **SERVICE**

Engineers with current continuous service with the Hutt Valley Milk Corporation for any of the periods specified below shall receive the service payment in accordance with the scale set out below:

	<b>Per Hour Cents</b>
After two years current continuous service with the Corporation	41.9
After three years current continuous service with the Corporation .....	48.00
After four years current continuous service with the Corporation	54.00
After five years current continuous service with the Corporation	60.2
After six years current continuous service with the Corporation	66.2

(Note: In respect of Engineers with less than two years current continuous service with the Corporation the provisions of the NZ Factory Engineers Award shall apply).

4. **ANNUAL LEAVE**

In lieu of the respective award Annual Leave clauses the following provision shall apply:

Upon completion of 2 years current service with the company, each worker shall at the end of the second and subsequent years be entitled to an annual holiday of 4 weeks instead of 3 weeks provided in the award.

The 4th week's holiday may be taken in conjunction with or separately from the first 3 weeks holidays, as the employer may decide and in the manner agreed upon between the Corporation and the worker. Payment for the 4th week's leave shall be calculated in accordance with the provisions of the Holidays Act 1981 and its amendments.

5. **CALL BACK**

Any worker who is called back to work overtime after having left his place of employment shall be paid for the time worked at double time rates with a minimum payment of four hours. For the purpose of this minimum more than one call completed within four consecutive hours shall be deemed to be

one call. Reasonable travelling time to and from the worker's home shall count as time worked.

6. **SOLE CHARGE ALLOWANCE**

Engineers employed under this Agreement will be paid an allowance of \$5.93 per day at such times as they are in sole charge.

7. **MATTERS NOT PROVIDED FOR**

Any matters not provided for in this document shall be as provided for in the employees contract of employment with the Corporation and the New Zealand Factory Engineers Award.

8. **TERM OF AGREEMENT**

This Agreement insofar as wages and allowances are concerned shall be deemed to come into force on 1st November 1986 and this Agreement shall continue in force until the 31st day of October 1987.

FOR AND ON BEHALF OF THE HUTT VALLEY MILK  
CORPORATION

P. A. Bell, AUTHORISED AGENT.

FOR AND ON BEHALF OF THE NEW ZEALAND ENGINEERING,  
COACHBUILDING, AIRCRAFT, MOTOR AND RELATED  
TRADES INDUSTRIAL UNION OF WORKERS

B. J. Landers, DISTRICT SECRETARY.

**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 one year from the date of registration.

Section 17 of the Industrial Relations Amendment Act 1985, Transitional Provision in Respect of Unqualified Preference Provisions, says that every collective agreement or award subject to section 17, shall be deemed to contain a union membership clause in the same form as set out in section 98 of the Industrial Relations Act 1973. The union membership clause reads as follows:

"If any person (other than a person who holds a certificate of exemption from union membership under section 112o of the Industrial Relations Act 1973) who is not a member of a union of workers bound by this agreement is engaged or employed by any employer bound by this agreement, in any position or employment that is subject to the agreement, the person shall become a member of the union within 14 days after that person's engagement or, as the case may require, after this clause comes into force, and shall remain a member of the union so long as that person continues in the position or employment."

(L.S.)

J. R. P. HORN  
JUDGE