

**IN THE EMPLOYMENT RELATIONS AUTHORITY  
CHRISTCHURCH**

**I TE RATONGA AHUMANA TAIMAHI  
ŌTAUTAHI ROHE**

[2023] NZERA 24  
3169305

BETWEEN           NEW ZEALAND MEAT WORKERS  
AND RELATED TRADES UNION  
INCORPORATED  
Applicant

AND                 RAVENSDOWN LIMITED  
Respondent

Member of Authority:     Helen Doyle

Representatives:         James Pullar and Bridget Irvine, counsel for the Applicant  
Scott Wilson, counsel for the Respondent

Investigation Meeting:   25 November 2022 at Christchurch

Submissions Received:   25 November 2022 from the Applicant  
25 November 2022 from the Respondent

Date of Determination:   20 January 2023

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**DETERMINATION OF THE AUTHORITY**

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**Employment Relationship Problem**

[1]     New Zealand Meat Workers and Related Trades Union Incorporated (“the Union”) and Ravensdown Limited (“Ravensdown”) have a dispute about the interpretation, application, and operation of collective employment agreements (collective agreements) to which they are party.

[2]     The dispute is whether there is compliance with the entitlement in the collective agreements to four weeks annual leave where employees do not have a regular pattern of work because they are rostered for variable hours.

[3] The Union and Ravensdown have attempted to resolve the matter by discussion and correspondence over about two years. An agreement was not able to be reached. There was reference over this period to the possibility of a Labour Inspector determining the matter. The Authority has been advised that there is no determination from the Labour Inspector and the matter comes before the Authority as a dispute.<sup>1</sup>

### **Investigation Process**

[4] The parties were able to agree facts. A summary of facts and a common bundle of documents was provided to the Authority. The investigation meeting proceeded based on the agreed facts, relevant documents and submissions.

### **Context of the Dispute**

#### *The Union and Ravensdown*

[5] Ravensdown is a cooperative engaged in the supply of soil nutrient products and other farm inputs (among other things), principally to customer shareholders. It operates three fertiliser manufacturing plants located in Dunedin, Christchurch and Awatoto (Napier).

[6] The Union is a trade union in New Zealand representing 15,500 permanent and seasonal workers in the New Zealand meat industry and related trades including workers in fertiliser plants. The Union and Ravensdown are parties to collective employment agreements covering members employed as chemical, fertiliser and acid workers at the plants.

#### *Collective agreements*

##### *North Island*

[7] The Ravensdown North Island Chemical Workers' Collective Employment Agreement (NI collective agreement) covers workers at the Awatoto plant. This agreement was in force from 7 December 2021 until 6 August 2022. It has expired and a new agreement was ratified on 8 September 2022 which has seen the cessation of the NI collective agreement and members joining the South Island Chemical Workers and Acid Workers' collective employment agreement collective agreement (SI collective agreement).

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<sup>1</sup> Authority has exclusive jurisdiction to make determinations about disputes in s 161(1)(a) of the Employment Relations Act 2000.

*South Island*

[8] The SI collective agreement covers workers at the Christchurch and Dunedin plants. This agreement was in force from 6 December 2020 until 4 June 2022.

[9] There is a new collective agreement in place from 5 June 2022 to 3 June 2023.

*Rosters*

[10] The dispute relates to employees who work at the manufacturing plants on the seven-day continuous roster, Monday to Sunday inclusive.

[11] The collective agreements respectively record at Part III, clause 6(a), under hours of work:

An ordinary week's work shall consist of 40 hours rostered over a 7 day, 24 hours cycle at the appropriate flat rate specified in the Wages schedule (c). Where not employed on a seven day rostered cycle rates specified in Wages schedule (a) or (b) (as applicable) shall apply.

[12] When the plants are operational, employees at the Awatoto plant work on a ten-week roster cycle. Employees at the Christchurch and Dunedin plants have eight-week roster cycles. In any given week, the employees will work either three shifts at 12 hours (36 hours/week) or four shifts at 12 hours (48 hours/week).

[13] The Authority has been provided with examples of rosters from the Dunedin Plant and from the Awatoto Plant.

*Notification of the rosters*

[14] Under the collective agreements rosters shall be notified at least one week in advance of coming into effect and wherever possible, employees shall receive a minimum of 48 hours' notice if there is a change of rostered hours.<sup>2</sup>

[15] In practice, depending upon the plant and the department within the plant between two and four weeks' advance notice is given of the roster.

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<sup>2</sup> Part III, clause 6(e) of the NI collective agreement and Part III, clause 6(f) of the SI collective agreement.

*Shut down periods and work*

[16] Each year the three plants have shutdown periods during which no manufacturing takes place. The timing and length of the shutdowns varies from plant to plant (and department to department within each of the plants):

- (a) Dunedin plant: The plant closures vary each year but can be between four and twelve weeks depending on demand.
- (b) Christchurch plant: The plant closes at either Christmas or during winter. The plant is closed between one to three months during winter and the employees drop back to either eight or ten hour shifts by instruction. The summer shutdown is dependent on production requirements.
- (c) Awatoto (Napier) plant: The plant closes usually from late May for six to eight weeks. In recent years, the plant has also closed from November through to early January.

[17] During the shutdown, employees generally work 40 hours a week and can be required to do further work by agreement. The work consists of dispatching final products, and general cleaning and maintenance of the plant. Employees will often utilise leave during the shutdown period.

*Wages*

[18] Wages are set out in Wages Schedule 1 and Wages Schedule 11 of the respective collective agreements.

*Annual holidays*

[19] The collective agreements record at Part IV under leave provisions clause 9(a):

All staff will be entitled to four weeks annual leave per annum.

*Calculating annual holidays*

[20] On 11 October 2019, the Union sought clarification that Ravensdown was compliant with the Act when calculating annual holidays.

[21] The Union was concerned that when employees took one day annual leave from a 12 hour shift, they were being deducted 1.5 days from their annual leave balance.

[22] Ravensdown enquired into the issue and discovered that a small number of employees were not receiving their full annual leave entitlement. This was due to issues with the way in which the company's payroll system processed certain forms of annual leave and primarily occurred when leave was taken in single days. Ravensdown wrote to the Union in September 2020 and acknowledged the issue.

[23] Ravensdown informed the Union that they would seek external advice to ascertain the extent of the problem, and then liaise with the Union in relation to an appropriate solution and apply any necessary remediation.

[24] Ravensdown explored various payroll solutions with a view to implementing a solution compliant with the collective agreements and the Act. Ravensdown consulted with the Union in relation to various solutions in the payroll remediation process.

[25] The parties have been unable to agree on an appropriate solution.

*Integrity 1 software solution introduced*

[26] On 15 September 2021 Ravensdown confirmed that it intended to introduce Integrity1 as a solution to ensure compliance with the Act. Ravensdown maintains that Integrity1 is a software solution that permits:

A determination of what amounts to a week is undertaken when leave is taken and is based on what actually and genuinely constitutes a working week for the employee.

[27] Under the solution an employee's annual leave balance is recorded in weeks. The leave balance is not defined in days or hours. The Integrity1 solution means that:

- (a) When an employee takes annual leave during a three-day roster cycle:
  - (i) If the annual leave is for one day, the employee is deducted one third of a week from their annual leave balance.
  - (ii) If the annual leave is for three days, the employee is deducted one week from their annual leave balance.
- (b) When an employee takes annual leave during a four-day roster cycle:
  - (i) If the annual leave is for one day, the employee is deducted one quarter of a week from their annual leave balance.

- (ii) If the annual leave is for four days, the employee is deducted one week from their annual leave balance.
- (c) When an employee takes annual leave during a five-day roster cycle:
  - (i) If the annual leave is for one day, the employee is deducted a fifth of a week from their annual leave balance.
  - (ii) If the annual leave is for five days, the employee is deducted one week from their annual leave balance.

*Positions on the Integrity1 software solution*

[28] Ravensdown's position is that the Integrity1 solution is compliant with the collective agreements and the Act.

[29] The Union's position is that the Integrity1 solution is not compliant with the collective agreements and the Act.

**The issue**

[30] The issue for the Authority to determine is whether the Integrity1 solution is compliant with the collective agreements and the Act.

**Is the Integrity1 solution compliant with the collective agreements and the Act?**

*The collective agreements*

[31] The starting point is the collective agreements. The collective agreements refer to an entitlement of four weeks annual leave per year in the SI collective agreement and four weeks annual holidays per year for the NI collective agreement.<sup>3</sup>

[32] The collective agreements record that an ordinary week's work consists of 40 hours rostered over a seven day/24-hour cycle at the appropriate flat rate specified in the Wages schedule. I accept Mr Wilson's submission that the reference to the ordinary week's work does not constitute an agreement or define what genuinely constitutes a working week for the purposes of determining an entitlement to four weeks' annual holidays or leave. The roster arrangements and hours of work are not in dispute in this matter.

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<sup>3</sup> Clause 9 (a) of the respective SI and NI collective agreements.

*The Holidays Act 2003*

[33] Section 3 of the Holidays Act 2003 (the Act) provides that its purpose is to promote balance between work and other aspects of employees' lives and, to that end, to provide employees with minimum entitlements to –

(a) annual holidays to provide the opportunity for rest and recreation:

....

[34] Section 16 of the Act provides materially that:

(1) After the end of each completed 12 months of continuous employment, an employee is entitled to not less than 4 weeks' paid annual holidays.

[35] Section 17 of the Act provides for how an employee's entitlement to annual holidays may be met where what genuinely constitutes a working week for the employee may not be easy to ascertain.

Section 17(1) provides:

An employer and employee may agree on how an employee's entitlement to 4 weeks' annual holidays is to be met based on what genuinely constitutes a working week for the employee.

Section 17(2) provides:

If an employer and employee cannot agree on how an employee's entitlement to 4 weeks' annual holidays is to be met, a Labour Inspector may determine the matter for them.

Section 17(3) provides:

In making a determination, the Labour Inspector may take into account any matters that the Labour Inspector thinks fit, including the matters specified in s 12(3).

[36] Section 12(3) of the Act refers to these factors as below:

- (a) The employee's employment agreement;
- (b) The employee's work patterns;
- (c) Any other relevant factors, including:
  - (i) Whether the employee works for the employer only when work is available;

- (ii) the employer's rosters or other similar systems:
- (iii) the reasonable expectations of the employer and the employee that the employee would work on the day concerned.

[37] It is common ground that there is no agreement between the Union and Ravensdown under s 17 of the Act as to how the entitlement of four weeks annual holidays is to be met. There isn't a Labour Inspector determination. The use of the word "may" in s 17(1) of the Act makes it clear that it is not a requirement to reach agreement on how the employee's entitlement to four weeks' annual holiday is to be met.

### **Discussion**

[38] As set out earlier, a small number of employees were not receiving their full annual leave entitlement and this was acknowledged by Ravensdown. After attempts to reach agreement about a solution, Ravensdown confirmed it intended to introduce the Integrity1 solution. The previous issue about the method of calculating the entitlement is relevant background but not otherwise a matter for resolution by the Authority. The focus is on the Integrity1 solution and whether it is compliant with the collective agreements and the Act.

[39] The particular concern the Union has with the Integrity1 solution is where an employee takes annual leave during a three day working week and will have one week, or the pro rata equivalent deducted from the employee's annual leave. If the employee takes all four weeks leave during the weeks that they are rostered for the three day cycle, the Union say they would only have a total of twelve working days or 144 hours away from work in a calendar year.

[40] The Union say that this outcome would be inconsistent with the purpose of the Act and would not promote the balance between work and other aspects of the employee's lives and would not provide the opportunity for rest and recreation.<sup>4</sup> Mr Pullar and Ms Irvine submit that the importance of time away from work is such that even where there is a variance in pay, the time away from work on annual leave remains constant and this means a focus on the right number of days away from work, rather than the value of that time.

[41] The Union is also concerned that the employees do not have certainty in applying for leave when the requested leave may fall in a week that they are rostered for a three or four-day day cycle. The Union notes that ultimately although intended that the timing of the taking of

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<sup>4</sup> Section 3 of the Holidays Act 2003.



annual leave should be agreed, it is Ravensdown who determines when an employee may take annual leave.<sup>5</sup>

[42] Mr Pullar and Ms Irvine refer the Authority to Employment New Zealand loose-leaf and online guidance about the Holidays Act 2003.<sup>6</sup> This guidance refers to different types of arrangements for determining how the four weeks' annual holiday entitlement will be provided where employees work a shift pattern with a different number of days and hours each week.<sup>7</sup>

[43] The three options for arrangements in the Employment New Zealand guidance where employees work variable hours are as follows:

- (a) Defining a week according to the longest week in the cycle.
- (b) Defining a week as an average across the cycle.
- (c) Not defining a week up front.

[44] The Union says that defining a genuine working week by the longest week in the cycle is the only way to ensure an employee has the correct number of days off in any calendar year, is not disadvantaged and has certainty in applying for leave.

[45] The position of the Union can be summarised as follows:

- (a) The shutdown periods should be treated separately from the manufacturing periods because there is no consistency when a shutdown will occur. This means that if leave is taken over shutdown a “genuine working week” is five days.
- (b) If the shutdown period is addressed separately when the plant is operational the longest week in the manufacturing cycle is four days a week and is for the manufacturing cycle a “genuine working week”.

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<sup>5</sup> *E Tū Incorporatēd v Carter Holt Harvey LVL Ltd* [2022] NZEmpC 141 at [60].

<sup>6</sup> Employment New Zealand - Holidays Act 2003 Guidance on annual holidays, family violence leave, bereavement leave, alternative holidays, public holidays and sick leave. Online and loose-leaf ed. Ministry of Business, Innovation and Employment – New Zealand Government.

<sup>7</sup> Above n 6 at pg 36.

*Analysis of the options and the rosters with various options*

[46] I have attached an analysis provided by the Unions on the different options as set out in the Employment New Zealand guidance applicable to the shift patterns at Ravensdown as annexure A.

[47] The Union also provided some examples from a roster for two employees who wanted to take leave based on certain weeks in the 2022 rosters. One employee is from Awatoto and another from the Dunedin.

*Hugh from Awatoto*

[48] The employee from Awatoto who I shall call Hugh wanted to take his leave in weeks two to five of the roster of a ten-week roster that begins 10 July 2022. Those were weeks in which Hugh was working 4 day shifts. The Union has assessed leave based on 16 days leave. Based on an averaging approach Hugh would have 14.4 days paid and must return to complete his remaining 1.6 shifts in that week. If the longest week in the cycle is taken then Hugh would have weeks two to five of leave and 16 days paid. Under the Integrity1 solution he would have two to five weeks of leave and 16 days paid.

*Mr Donaldson from Dunedin*

[49] The employee from Dunedin who I shall call Mr Donaldson wants to take 13 days leave in weeks five to eight of an undated roster. For three of the weeks over this period he is working a 3 day roster cycle and for one week he is working a 4 day roster cycle. Based on an averaging approach he would have weeks five to eight on leave and have 13 days paid and one day owing. If the longest week in the cycle is taken he would have weeks five to eight on leave and have 13 days paid and 3 days of leave owing. With the Integrity1 solution he will have weeks five to eight on leave and be paid for 13 days.

[50] The Union say that with an averaging approach Hugh is disadvantaged relative to Mr Donaldson. With the Integrity1 solution Mr Donaldson is disadvantaged relative to Hugh in terms of time away from work and pay. With the longest week in the cycle both have the same amount of time and pay.

[51] Mr Wilson in his submissions also took Mr Donaldson as an example using week's one and two in the roster cycle. During those weeks Mr Donaldson worked three and four days

respectively. If Mr Donaldson took 3 days annual leave in week one he would not work on Sunday, Tuesday or Wednesday and would have time away from the workplace for the whole of the calendar week and receive a week's pay. A week would be deducted from his annual holiday entitlement, and he would not be required to attend work until his first rostered shift in week two.

[52] In week two if Mr Donaldson took 4 days annual leave he would not work his rostered days on Sunday, Monday, Wednesday or Thursday. He would have time away from work for the whole calendar week and a week's leave would be deducted from his annual holiday entitlement. He would receive a week's pay and not be required to work until the first rostered day in week three. Mr Wilson submits that if Mr Donaldson also took a week of annual leave during the shutdown period, he would not work his five rostered days and have time away for the whole calendar week and a week's leave would be deducted from his annual holiday entitlement.

[53] Ravensdown say that there is no disadvantage to an employee with the Integrity1 solution as regardless of the roster cycle in place at the time leave is taken employees can enjoy a full week off work, have one week deducted from their annual holiday entitlement and receive a full week's pay. He submits that the requirement to provide an opportunity for rest and recreation has been met.

[54] Ravensdown accept that the Integrity1 solution means that the total number of days of annual leave taken may vary depending on when the annual leave is taken. Variation could be potentially between 12 and 20 days of annual leave per annum depending on when the leave is taken in the roster cycle and/or over the shutdown period. Regardless, Ravensdown says that the employees will have had four weeks of annual holidays on pay in accordance with the Act and collective agreements and they are not disadvantaged under either scenario.

[55] Whilst Ravensdown does not dispute that taking the longest week in the manufacturing cycle would also be a compliant system it says that would provide employees with enhanced entitlements to annual holidays to those in the collective agreements and under the Act. Further that it would introduce unreasonable and undesirable entitlements to annual holidays. Mr Wilson had calculated in his submissions based on the longest period being a 5-day working week during the shutdown period. If the employee took all their annual leave entitlement during the weeks where they are rostered for 3-day shifts, they would receive nearly seven

weeks annual holiday per year. If the longest week in the cycle is defined as 4 days and an employee took all their annual leave entitlement during the weeks where they are rostered for 3-day shifts they would receive 5.33 weeks away from work.

*No single solution*

[56] Case law confirms that there is no single solution as to how employers with employees who work changing rostered shift patterns can meet obligations to provide at least four weeks annual leave entitlement to employees. It is a difficult issue.

[57] In *Mars New Zealand Limited v Manufacturing and Construction Workers Union Inc* the employee across a roster cycle worked an average of 39 hours per week however some weeks there was variation on hours from twenty hours to fifty-six hours.<sup>8</sup> The employer's practice of allowing employees a total of 200 hours leave per annum was concluded by the Authority to be a discharge of the employer's obligations under the Act and consistent with the collective agreement.

[58] In *Electrical Union 2001 Limited v Mighty River Power Limited* employees worked different shift patterns over a roster with a twelve-week cycle.<sup>9</sup> During the cycle they worked for four consecutive calendar weeks on 5 x 8 hour shifts with two days off (the utility shift) and then eight consecutive calendar weeks on 4 x 12 hour shifts followed by 4 days off. The practical effect of the four on and four off shift was that for four of the Monday to Sunday weeks the employees worked for 36 hours and 48 hours for the remaining four weeks. The employer in that case took an averaging approach to addressing the entitlement to four weeks annual holidays. The Authority concluded that averaging was an acceptable method of calculating the entitlement. A conclusion was reached that the employer had interpreted and applied the collective agreement correctly when deducting leave.

[59] Neither party in this dispute considers averaging as a satisfactory solution.

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<sup>8</sup> *Mars New Zealand Limited v Manufacturing and Construction Workers Union Inc* WA 131/10 4 August 2010 (Member Stapp).

<sup>9</sup> *Electrical Union 2001 Limited v Mighty River Power Limited* [2012] NZERA Auckland 446 (Member Monaghan).

*Days and weeks*

[60] The concern of the Union is the right number of days away from work for rest and recreation with a focus on potential disadvantage if all leave taken falls within the weeks of the 3 day roster cycle.

[61] The Employment Court in *The Chief of the New Zealand Defence Force v The New Zealand Public Service Association Incorporated* in deciding a challenge to the Authority determination agreed with the Authority that the clear working of the collective agreement entitled permanent security guard employees who worked on rostered shifts to 20 days' annual leave per year.<sup>10</sup> This interpretation resulted in an enhanced entitlement for the employees. The security guards in that case worked a roster system with an average of 3.5 twelve hour shifts per week. The Court with reference to the annual leave clauses in the collective agreement read in their entirety stated:

....

The annual leave entitlement is very clearly stated, not in weeks or hours, but as "20 days annual leave". That approach is perfectly consistent with the PSA's approach to the interpretation of the whole of cl 4.3.2.<sup>11</sup>

....

[62] In that matter the wording in the collective agreement determined the outcome that the permanent security guards were entitled to 20 days annual leave each year.

[63] The collective agreements in this case, whilst setting out the entitlement to four weeks annual leave and four weeks annual holidays, do not expressly provide how such an entitlement is to be met and what genuinely constitutes a working week for the purpose of an annual leave entitlement. The entitlement is not stated in days. The judgment is therefore distinguishable from this situation.

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<sup>10</sup> *The Chief of the New Zealand Defence Force v The New Zealand Public Service Association Incorporated* [2011] NZEmpC39 at [26].

<sup>11</sup> Above n 1 at [23].

*Certainty*

[64] Mr Pullar and Ms Irvine submit that there is uncertainty and that disadvantages the employees because they have, in applying for leave, no oversight whether the leave falls in a week where they are rostered 3 days or 4 days. I accept there is a level of uncertainty in that regard.

[65] I do agree with Mr Wilson's submission that there is certainty to the extent if there is to be a week's holiday that one week's annual holiday entitlement will be deducted regardless of the roster.

**Conclusion**

[66] The correspondence in the common bundle between Ravensdown and the Union from October/November 2019 onward shows that concerns were raised by the Union about annual leave entitlements. At that time annual leave entitlements were defined in hours at Ravensdown. The correspondence refers to issues identified by Ravensdown with annual leave accruals and debits for a group of employees on pay averaging over an alternating roster period. It resulted in some employees receiving less than their full four-week entitlement in a leave year and others receiving more than their entitlement because of the leave taking pattern.

[67] The Union and Ravensdown worked hard to agree an annual leave entitlement solution that was effective and did not disadvantage any employee before coming to the Authority. Agreement was not able to be reached. In the absence of agreement there needs to be some system in place to determine how the four weeks' annual holidays entitlement will be provided. The new solution proposed by Ravensdown is the Integrity1 system.

[68] The Integrity1 solution does not determine what constitutes a working week for the employee up front but rather at the time when leave is taken. This could be a week where an employee works 3, 4 or 5 days a week.

[69] The Integrity1 solution records an employee's annual leave balance in weeks, and not days or hours. That is consistent with annual leave entitlement in s 16 of the Act.<sup>12</sup> Determining a working week at the time leave is taken is consistent with how payment for annual leave is calculated in s 21 of the Act and when payment for annual holidays must be

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<sup>12</sup> Section 16 of the Holidays Act 2003.

made under s 27 of the Act. It is consistent with the collective agreements because the entitlement is expressed in weeks not days.

[70] The Union say the longest week cycle for the manufacturing period is the appropriate solution. Whilst that would be a compliant solution it creates some other issues of enhanced entitlement to annual holidays if an employee takes all their leave in the 3 day rostered weeks. It would also mean that annual leave entitlements over the shutdown period are treated differently to the manufacturing period. The issue for the Authority is whether the Integrity1 solution is also compliant.

[71] Concerns were raised about whether four weeks annual holidays were able to be enjoyed with adequate rest and recreation particularly when leave is taken during a 3 day rostered week cycle. I conclude that employees can enjoy four weeks annual leave and have rest and recreation with the Integrity1 solution whether they take leave when rostered for 3, 4, or 5 days.

[72] There is a level of uncertainty as set out earlier about whether leave applied for will fall into a three- or four-day rostered week cycle. In practice the rosters are provided two to four weeks in advance and whilst not eliminating uncertainty do give a little more notice to those applying for leave. There is also certainty with how the Integrity1 solution operates.

[73] The hypothetical examples and potential disadvantage set out above for Hugh and Mr Donaldson are based on the number of days taken and pay. The collective agreements provide an annual leave entitlement in weeks and not days.

[74] There is more than one solution to how an employee's entitlement to four weeks annual holidays can be met. The parties have not been able to reach agreement on what genuinely constitutes a working week. For reasons set out above the Integrity1 solution is compliant with the collective agreements and the Act.

[75] The dispute is resolved in favour of Ravensdown.

## **Costs**

[76] As this is a dispute about the application, interpretation and operation of collective employment agreements the parties bear their own costs.<sup>13</sup>

**Helen Doyle**  
**Member of the Employment Relations Authority**

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<sup>13</sup> The Authority has issued an updated Practice Note on costs, effective from 2 May, available at <https://www.era.govt.nz/assets/Uploads/practice-note-2>.



## Options for defining Genuine Working Week

### Ravensdown's Proposed Method

Genuine working week is defined as what the employees were rostered to do that week.

- If take leave always during the shutdown – employees will get **20 days / 4 weeks** away from work
- If take leave always during the 4 day weeks – employees will get **16 days / 4 weeks** away from work
- If take leave always during the 3 day weeks – employees will get **12 days / 4 weeks** away from work

### Longest Week in the Cycle Method

Genuine working week defined as 4 days with plant operational/5 days during shutdown.

- If take leave always during the shutdown – employees will get **20 days / 4 weeks** away from work
- If take leave always during the 4 day weeks – employees will get **16 days / 4 weeks** away from work
- If take leave always during the 3 day weeks – employees will get **16 days / 5.33 weeks** away from work

### Averaging Method

For Dunedin/Hornby - Genuine working week defined as 3.5 days with plant operational/5 days during shutdown

- If take leave always during the shutdown – employees will get **20 days / 4 weeks** away from work
- If take leave always during the 4 day weeks – employees will get **14 days / 3.5 weeks** away from work
- If take leave always during the 3 day weeks – employees will get **14 days / 4.67 weeks** away from work

For Awatoto - Genuine working week defined as 3.6 days with plant operational/5 days during shutdown

- If take leave always during the shutdown – employees will get **20 days / 4 weeks** away from work
- If take leave always during the 4 day weeks – employees will get **14.4 days / 3.6 weeks** away from work
- If take leave always during the 3 day weeks – employees will get **14.4 days / 4.8 weeks** away from work