

NORTHERN AND TARANAKI INDUSTRIAL DISTRICTS DAIRY
FACTORY MANAGERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern and Taranaki Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the North Island Dairy Factory-managers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned companies (hereinafter called "the employers") :—

NORTHERN INDUSTRIAL DISTRICT.

- Aria Co-operative Dairy Co., Ltd., Te Kuiti.
 Bay of Islands Co-operative Dairy Co., Ltd., Ohaeawai.
 Bay of Plenty Co-operative Dairy Co., Ltd., Te Puke.
 Bruntwood Co-operative Dairy Co., Ltd., Cambridge.
 Cambridge Co-operative Dairy Co., Ltd., Cambridge.
 East Tamaki Co-operative Dairy Co., Ltd., Dilworth Building, Queen Street, Auckland.
 Franklin Co-operative Dairy Co., Ltd., Tuakau.
 Hauraki Plains Co-operative Dairy Co., Ltd., Turua.
 Hikurangi Co-operative Dairy Co., Ltd., Hikurangi.
 Hinuera Co-operative Dairy Co., Ltd., Hinuera.
 Hokianga Co-operative Dairy Co., Ltd., Motukaraka, Hokianga.
 Kaipara Co-operative Dairy Co., Ltd., Helensville.
 Kaitaia Co-operative Dairy Co., Ltd., Kaitaia.
 Kaitieke Co-operative Dairy Co., Ltd., Taumarunui.
 Kakapuku Co-operative Dairy Co., Ltd., Te Awamutu.
 Katikati Co-operative Dairy Co., Ltd., Katikati.
 Kia Ora Co-operative Dairy Co., Ltd., Makaraka, Gisborne.
 Marakopa Co-operative Dairy Co., Ltd., Kiritehere, Te Kuiti.
 Matakana Co-operative Dairy Co., Ltd., Matakana.
 Maungatapere Co-operative Dairy Co., Ltd., Maungatapere.
 Maungaturoto Co-operative Dairy Co., Ltd., Maungaturoto.
 Mercury Bay Co-operative Dairy Co., Ltd., Whitianga, Mercury Bay.
 Morrinsville Co-operative Dairy Co., Ltd., Morrinsville.
 New Zealand Co-operative Dairy Co., Ltd., Hamilton.
 Ngatiporou Co-operative Dairy Co., Ltd., Ruatoria.
 Norfolk Co-operative Dairy Co., Ltd., Morrinsville.
 Northern Wairoa Co-operative Dairy Co., Ltd., Dargaville.
 Nuhaka Co-operative Dairy Co., Ltd., Nuhaka.
 Ohura Valley Co-operative Dairy Co., Ltd., Taumarunui.
 Okitu Co-operative Dairy Co., Ltd., Peel Street, Gisborne.
 Oparau Co-operative Dairy Co., Ltd., Kawhia.
 Opotiki Co-operative Dairy Association, Ltd., Opotiki.
 Opouriao Co-operative Dairy Co., Ltd., Taneatua.
 Oruru-Fairburn Co-operative Dairy Co., Ltd., Manunui.
 Pio Pio Co-operative Dairy Co., Ltd., Pio Pio.
 Port Albert Co-operative Dairy Co., Ltd., Private Bag, Auckland.
 Raglan Co-operative Dairy Co., Ltd., Raglan.
 Rangitaiki Plains Co-operative Dairy Co., Ltd., Whakatane.
 Rodney Co-operative Dairy Co., Ltd., Rural Delivery, Kaipara Flats.
 Ruawai Co-operative Dairy Co., Ltd., Ruawai, North Wairoa.
 Springhead Co-operative Dairy Co., Ltd., Maungatapere.
 Sunny Park Co-operative Dairy Co., Ltd., Morrinsville.
 Tairua Co-operative Dairy Co., Ltd., Tairua.
 Tatua Co-operative Dairy Co., Ltd., Tatuanui.
 Tauranga Co-operative Dairy Co., Ltd., Tauranga.

Te Aroha Co-operative Dairy Co., Ltd., Te Aroha.
 Te Awamutu Co-operative Dairy Co., Ltd., Te Awamutu.
 Toatoa Co-operative Dairy Co., Ltd., Opotiki.
 Tokoroa Co-operative Dairy Co., Ltd., Putaruru.
 Tolaga Bay Co-operative Dairy Co., Ltd., Tolaga Bay.
 Waimamaku Co-operative Dairy Co., Ltd., Waimamaku, Hokianga.
 Waimana Co-operative Dairy Co., Ltd., Waimana.
 Waipu Co-operative Dairy Co., Ltd., Waipu.
 Whangarei Co-operative Dairy Co., Ltd., Whangarei.
 Whangaroa Co-operative Dairy Co., Ltd., Kaeo, North Auckland.

TARANAKI INDUSTRIAL DISTRICT.

Alton Co-operative Dairy Co., Ltd., Alton.
 Ararata Co-operative Dairy Co., Ltd., Hawera.
 Awatuna Co-operative Dairy Co., Ltd., Awatuna.
 Bell Block Co-operative Dairy Co., Ltd., New Plymouth.
 Brooklands Co-operative Dairy Co., Ltd., New Plymouth.
 Cape Egmont Co-operative Dairy Co., Ltd., Opunake.
 Cardiff Co-operative Dairy Co., Ltd., Stratford.
 Eltham Co-operative Dairy Co., Ltd., Eltham.
 Frankley Road Dairy Co., Ltd., New Plymouth.
 Hawera Co-operative Dairy Co., Ltd., Hawera.
 Ihia Road Co-operative Dairy Co., Ltd., Opunake.
 Joll Co-operative Dairy Co., Ltd., Okaiawa.
 Kahui Co-operative Dairy Co., Ltd., Opunake.
 Kaimata Co-operative Dairy Co., Ltd., Inglewood.
 Kaimiro Co-operative Dairy Co., Ltd., Inglewood.
 Kakaramea Co-operative Dairy Co., Ltd., Patea.
 Kaponga Co-operative Dairy Co., Ltd., Kaponga.
 Kaupokonui Co-operative Dairy Co., Ltd., Manaia.
 Lepperton Co-operative Dairy Co., Ltd., Lepperton.
 Lowgarth Co-operative Dairy Co., Ltd., Stratford.
 Maketawa Co-operative Dairy Co., Ltd., Inglewood.
 Mangatoki Co-operative Dairy Co., Ltd., Mangatoki.
 Mangorei Co-operative Dairy Co., Ltd., New Plymouth.
 Manutahi Co-operative Dairy Co., Ltd., Patea.
 Mells Co-operative Dairy Co., Ltd., Hawera.
 Melrose Co-operative Dairy Co., Ltd., Hawera.
 Mere Mere Co-operative Dairy Co., Ltd., Hawera.
 Midhurst Co-operative Dairy Co., Ltd., Midhurst.
 Moa Farmers' Co-operative Dairy Co., Ltd., Inglewood.
 Mokau Co-operative Dairy Co., Ltd., New Plymouth.
 Newall Road Co-operative Dairy Co., Ltd., New Plymouth.
 Ngaire Co-operative Dairy Co., Ltd., Stratford.
 Normanby Co-operative Dairy Co., Ltd., Hawera.
 North Taranaki Co-operative Dairy Co., Ltd., Waitara.
 Oanui Co-operative Dairy Co., Ltd., Opunake.
 Okato-Puniho Co-operative Dairy Co., Ltd., New Plymouth.
 Okau Co-operative Dairy Co., Ltd., New Plymouth.
 Omata Co-operative Dairy Co., Ltd., New Plymouth.
 Opuā Road Co-operative Dairy Co., Ltd., Opunake.
 Opunake Co-operative Dairy Co., Ltd., Opunake.
 Oxford Road Co-operative Dairy Co., Ltd., New Plymouth.
 Patua Co-operative Dairy Co., Ltd., New Plymouth.
 Pembroke Road Co-operative Dairy Co., Ltd., Stratford.
 Pihama Co-operative Dairy Co., Ltd., Opunake.
 Rahotu Co-operative Dairy Co., Ltd., New Plymouth.
 Riverdale Co-operative Dairy Co., Ltd., Manaia.
 Royal Oak Co-operative Dairy Co., Ltd., New Plymouth.

Stratford Farmers' Co-operative Dairy Co., Ltd., Stratford.
 Tarata Co-operative Dairy Co., Ltd., Inglewood.
 Tariki Co-operative Dairy Co., Ltd., Inglewood.
 Tarurutangi Co-operative Dairy Co., Ltd., New Plymouth.
 Tikorangi Co-operative Dairy Co., Ltd., Waitara.
 Uruti Co-operative Dairy Co., Ltd., New Plymouth.
 Waimate Plains Dairy Co., Ltd., Hawera.
 Waitara Co-operative Dairy Co., Ltd., Waitara.
 Waitoitoi Co-operative Dairy Co., Ltd., New Plymouth.
 Warea Co-operative Dairy Co., Ltd., New Plymouth.
 Whakamara Co-operative Dairy Co., Ltd., Hawera.
 Whenuakura Co-operative Dairy Co., Ltd., Whenuakura.
 White Cliffs Co-operative Dairy Co., Ltd., New Plymouth.

THE COURT of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 17th day of September, 1939, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 17th day of September, 1937.

[L.S.]

P. J. O'REGAN, Judge.

SCHEDULE.

Wages.

1. (a) Butter-factories: In respect of butter-factory managers the scale shall be as follows:—

Under 100 tons ..	£275 per annum.
From 100 to 600 tons ..	6s. for every additional ton.
From 601 to 1,000 tons ..	4s. for every additional ton.
From 1,001 to 2,000 tons ..	2s. for every additional ton.
From 2,001 to 3,000 tons ..	6d. for every additional ton.
Thereafter by mutual arrangement.	

(b) Cheese-factories: In respect of cheese-factory managers the scale shall be as follows:—

Under 40 tons ..	£225 per annum.
From 40 to 400 tons ..	10s. for every additional ton.
From 401 to 500 tons ..	9s. for every additional ton.
From 501 to 600 tons ..	8s. for every additional ton.
From 601 to 800 tons ..	5s. for every additional ton.
From 801 to 1,000 tons ..	4s. for every additional ton.
Thereafter by mutual arrangement.	

(c) Branch Managers: Branch managers in cheese-factories and milk-powder factories shall be paid in accordance with the above scale, less 10 per cent.: Provided the deduction does not bring their salaries below £300 per annum, and the maximum salary shall not be above £425 per annum.

This subclause shall not apply to any manager in the Auckland Province who hitherto has not been classed as a branch manager, and the salary paid to such branch manager shall not be lower than is provided for in Schedule C of the agreement dated the 7th July, 1936, during the currency of this award.

(d) Dual-plant Factories: In a dual-plant factory the tonnage shall be computed on the total tonnage of cheese and butter added together, and the cheese schedule shall be the basis on which the combined total is calculated for payment.

(e) Change from Cheese to Butter: In the event of any factory ceasing to manufacture cheese during the season and then separating for the balance of the season the manager's salary shall be based on the weight of cheese made plus 80 per cent. of the butterfat resulting from the period when the separation was being done, calculated on a cheese basis at the rate of 2½ lb. of cheese to each 1 lb. of butterfat.

(f) Change from Cheese to Casein: Where factories change from the manufacture of cheese to casein during the season the manager shall be paid on the scale rate of cheese manufactured

plus the weight of butterfat received for the manufacture of casein calculated on a cheese basis at the rate of $2\frac{1}{2}$ lb. of cheese to each 1 lb. of butterfat.

(g) Butter and Casein: In cases where butter is made and casein dried, the manager shall receive an additional 10 per cent. on the scale rate for butter.

(h) Supervising Managers: Supervising managers who are engaged as the working manager in charge of a main factory with supervision over one or more branches shall be paid on the output of the largest unit of the group, plus 5 per cent., plus car-allowance of 4d. per mile when on the company's business.

(i) General Managers: General manager's salaries shall be not less than that provided for the largest one-roofed cheese-factory manager as provided for in this award.

Accommodation and Perquisites.

2. General managers, supervising managers, dual-plant managers, factory-managers, and branch managers shall be provided with a free suitable residence or allowance therefor, and perquisites consisting of cheese, milk, and fuel (and butter when such is sold to suppliers) in respect of cheese-factories, and butter, milk, and fuel in respect of butter-factories, with a maximum of 4 lb. of butter weekly in both cases for the manager's own household requirements. The residence shall include washhouse, built-in boiler and tubs, bathroom, hot-water service, and patent W.C.

Computation of Output.

3. For the purpose of defining the output, the factory weights shall apply and the scale paid accordingly.

Holidays.

4. Managers shall be allowed three weeks' holiday on full pay each year.

Payment of Salaries.

5. The manager shall receive his monthly salary during the first week of each month, and any final adjustment within fourteen days after the close of the employer's financial year.

Term of Engagement.

6. One month's notice in writing shall be given on either side of the intention to terminate the engagement, but this shall not interfere with the right of any employer to dismiss a manager summarily for misconduct, insubordination, or incompetency.

Assistants.

7. The manager shall have power to engage or discharge assistants, and shall keep their time, and furnish a correct statement of such time to the directors or secretary of the company. Should any question arise between the manager and the company as to the staffing of a factory, it shall be referred to and dealt with by the committee set up for the purpose of such disputes as provided for in clause 8 hereof.

Matters not provided for.

8. The essence of this award being that the work of the employer shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award or any of them as to any matter whatsoever arising out of or connected therewith and not dealt with therein, every such dispute or difference shall be referred to a committee to be composed of three representatives of the union and three representatives of the Dominion Dairy Awards Committee, together with an independent chairman to be mutually agreed upon. In the event of such committee being unable to settle the dispute it may refer the matter to the Court of Arbitration. Either side shall have the right to appeal to the Court against any decision of such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Definitions.

9. For the purpose of this award a "manager" is the person appointed by a dairy company (or owner of a dairy factory) and who is held responsible for the manufacture of butter and/or cheese, dried milk, or casein, is duly registered as a factory-manager under the Dairy Factory Managers' Regulations and their amendments, and is also the holder of a cream-grader's and/or milk-grader's certificate under the Dairy Regulations.

Scope of Award.

10. This award shall operate throughout the Northern and Taranaki Industrial Districts.

Term of Award.

11. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of July, 1937, and so far as all the other conditions of this award are

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concerned it shall come into force on the day of the date hereof ; and this award shall continue in force until the 17th day of September, 1939.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 17th day of September, 1937.

[L.S.]

— P. J. O'REGAN, Judge.

MEMORANDUM.

The only matter referred to the Court was the date of the coming into force of the award. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

P. J. O'REGAN, Judge.
