# OTAGO AND SOUTHLAND PART-TIME DAIRY-FACTORY SECRETARIES.—INDUSTRIAL AGREEMENT.

This industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 10th day of February, 1939, between the South Island Dairy Association of New Zealand, Ltd., representing the cheese-factories in the Otago and Southland District (hereinafter

referred to as "the employers"), of the one part, and the Otago and Southland Part-time and Full-time Dairy-factory Secretaries' Industrial Union of Workers (hereinafter referred to as "the union"), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this

agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

3. The agreement dated the 27th day of October, 1938, and recorded in Book of Awards, Vol. XXXVIII, p. 2879, between

the parties hereto is hereby cancelled.

#### SCHEDULE.

#### Salaries.

1. (a) The following shall be the minimum rates of salaries which shall be paid by the employers for secretarial work to the respective companies:—

(i) Factories manufacturing under 50 tons of cheese, £30,
 plus £1 for each supplier. (Minimum salary shall

be £45.)

(ii) Factories manufacturing from 50 to 74 tons of cheese, £45, plus £1 for each supplier.

(iii) Factories manufacturing from 75 to 99 tons of cheese, £50, plus £1 for each supplier.

(iv) Factories manufacturing 100 tons and over, £60; factories manufacturing 200 tons and over, £80; factories manufacturing 300 tons and over, £95; factories manufacturing 400 tons and over, £100; factories manufacturing 500 tons and over, £110; factories manufacturing 600 tons and over, £120; factories manufacturing 700 tons and over, £130; factories manufacturing 800 tons and over, £140; plus £1 for each supplier in each of the above cases.

(Intermediate tonnages of factories manufacturing 100 tons and over shall be calculated to the nearest

25 tons.)

- (b) In those cases where the number of suppliers exceed twenty-five per 100 tons, the excess suppliers shall be charged at the rate of 10s. per supplier. (In the cases of factories manufacturing less than 100 tons, the full £1 per supplier to be paid on all suppliers up to twenty-five, and thereafter at 10s. per supplier).
- (c) For the purpose of the above calculations, each 10 lb. of milk not manufactured into cheese, but sold as whole milk or cream, shall be treated as the equivalent of 1 lb. of cheese.
- (d) In addition to the foregoing salaries, there shall be paid a further allowance at the rate of  $1\frac{1}{4}$  per cent. ( $\frac{1}{2}$  per cent. on manures) on the trading turnover of the factory, such trading not to include sales of butter or cheese, or orders on milk cheques, which are not for payment of ordinary trading accounts—i.e., payments to State Advances Office.

#### Application of Agreement.

2. This agreement shall not apply to any persons engaged as full-time secretary of any dairy factory.

### Terms of Agreement.

3. This agreement operates from the commencement of the 1938–39 financial year of each company, and continues in force after the 1938–39 season until either party applies for a new agreement.

## Scope of Agreement.

4. This agreement shall operate throughout the Otago and Southland Industrial Districts.

#### Secretaries to be Members of Union.

- 5. It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any secretary who is not for the time being a member of an industrial union of secretaries bound by this agreement.
- 6. The duties of secretaries covered by this industrial agreement shall be deemed to be as follows:—
  - (a) The keeping of the usual books and accounts for recording the transactions of the company, both financial and statistical.
  - (b) The keeping of proper records of all meetings of directors of the company.

(c) The secretary shall supply, free of charge, his own office, telephone, and post-office box, and shall pay out of his annual salary such expense as is necessary to attend meetings of directors and general meetings of shareholders.

(d) The secretary shall be exempted from attending a monthly meeting to be nominated by him in order to

take his annual holidays.

(e) In the event of directors requiring secretaries to do work out of the scope of the duties set out above, the secretary shall be paid for such work at a fee to be arranged.

(f) It is expressly agreed that the secretaries' duties do not cover the preparation of income-tax returns or other local-body or Government returns required to be supplied to such local bodies or Government Departments by the suppliers individually.

Signed on behalf of the cheese-factories of Otago and Southland by David Caldwell, William Young, and Thomas Frederick Paul, a committee duly appointed by resolution at the annual meeting of the South Island Dairy Association, Ltd., on the 9th June, 1938, with power to act—

DAVID CALDWELL. WILLIAM YOUNG. T. F. PAUL.

For and on behalf of the Otago and Southland Part-time and Full-time Dairy-factory Secretaries' Industrial Union of Workers—

S. W. Jones, President.
C. W. Francis, Secretary.
W. Carswell Members
E. S. Hackworth of
J. Orr