

NORTHERN INDUSTRIAL DISTRICT DAIRY COMPANIES'  
SECRETARIES.—AWARD

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Auckland Provincial Dairy Companies' Secretaries' Industrial Union of Workers (hereinafter called "the union") and the undermentioned companies and association (hereinafter called "the employers") :—

Albertland Co-operative Dairy Co., Ltd., Wellsford.  
 Bay of Islands Co-operative Dairy Co., Ltd., Moerewa.  
 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., P.O. Box 912, 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., Kohukohu.  
 Kaikohe Co-operative Dairy Co., Ltd., Kaikohe.  
 Kaipara Co-operative Dairy Co., Ltd., Helensville.  
 Kaitaia Co-operative Dairy Co., Ltd., Kaitaia.  
 Kaitieke Co-operative Dairy Co., Ltd., Taumarunui.  
 Katikati Co-operative Dairy Co., Ltd., Katikati.  
 Kia Ora Co-operative Dairy Co., Ltd., Gisborne.  
 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.  
 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., Gisborne.  
 Oparau Co-operative Dairy Co., Ltd., Oparau.  
 Opotiki Co-operative Dairy Association, Opotiki.  
 Opouriao Co-operative Dairy Co., Ltd., Taneatua.  
 Oruru-Fairburn Co-operative Dairy Co., Ltd., Manganui.  
 Piopio Co-operative Dairy Co., Ltd., Piopio.  
 Rangitaiki Plains Co-operative Dairy Co., Ltd., Whakatane.  
 Rodney Co-operative Dairy Co., Ltd., Kaipara Flats.  
 Ruawai Co-operative Dairy Co., Ltd., Ruawai.  
 Sunny Park Co-operative Dairy Co., Ltd., Morrinsville.  
 Tairua Co-operative Dairy Co., Ltd., Tairua, via Waihi.  
 Tatua Co-operative Dairy Co., Ltd., Tatuani.  
 Tauranga Co-operative Dairy Co., Ltd., Tauranga.  
 Te Aroha - Thames Valley Co-operative Dairy Co., Ltd., Te Aroha.  
 Te Awamutu Co-operative Dairy Co., Ltd., Te Awamutu.  
 Te Kaha Co-operative Dairy Co., Opotiki.

Tokoroa Co-operative Dairy Co., Ltd., Putaruru.  
 Tolaga 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.

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 on the 27th day of November, 1944, and shall continue in force until the 31st day of May, 1946, 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 20th day of November, 1944.

[L.S.]

A. TYNDALL, Judge.

## SCHEDULE

*Application of Award*

1. (a) This award shall apply to dairy company secretaries and their employers.

(b) A dairy company secretary shall mean one person in each company occupied for the whole of his or her time in the performance of the secretarial duties of the dairy company; but such person shall not be the person employed by the company as the registered factory-manager: Provided, however, that nothing in this award shall prevent the Oparau Co-operative Dairy Co., Ltd., from employing one person in the dual position of secretary-manager, in which case this award shall not apply to such company; and provided, further, that a disputes committee set up under clause 8 shall have power to permit any other company with an annual output of 200 tons or less of butter or an annual output of 400 tons or less of cheese to employ a person in the dual capacity of secretary-manager and to exclude such company from the provisions of this award.

(c) Nothing in this award shall apply to any one of the following companies so long as a part-time secretary is employed as at present:—

Bruntwood Co-operative Dairy Co., Ltd.  
 Hauraki Plains Co-operative Dairy Co., Ltd.  
 Norfolk Co-operative Dairy Co., Ltd.  
 Nuhaka Co-operative Dairy Co., Ltd.  
 Ohura Valley Co-operative Dairy Co., Ltd.  
 Sunny Park Co-operative Dairy Co., Ltd.  
 Tairua Co-operative Dairy Co., Ltd.  
 Te Kaha Co-operative Dairy Co., Ltd.  
 Tokoroa Co-operative Dairy Co., Ltd.  
 Waimana Co-operative Dairy Co., Ltd.

*Salaries*

2. (a) The minimum schedule of salaries shall be as follows:—

	Per Annum.		
	£	s.	d.
Up to 400 tons of butter ..	328	0	0
401 to 450 tons of butter ..	343	15	0
451 to 500 tons of butter ..	359	10	0
501 to 550 tons of butter ..	375	5	0
551 to 600 tons of butter ..	391	0	0
601 to 650 tons of butter ..	406	15	0
651 to 700 tons of butter ..	422	10	0
701 to 750 tons of butter ..	430	7	0

	Per Annum.		
	£	s.	d.
751 to 800 tons of butter ..	438	5	0
801 to 850 tons of butter ..	446	2	0
851 to 900 tons of butter ..	454	0	0
901 to 950 tons of butter ..	461	17	0
951 to 1,000 tons of butter ..	469	15	0
1,001 to 1,100 tons of butter ..	480	5	0
1,101 to 1,200 tons of butter ..	490	15	0
1,201 to 1,300 tons of butter ..	501	5	0
1,301 to 1,400 tons of butter ..	511	15	0
1,401 to 1,500 tons of butter ..	522	5	0
1,501 to 1,600 tons of butter ..	530	2	0
1,601 to 1,700 tons of butter ..	538	0	0
1,701 to 1,800 tons of butter ..	545	17	0
1,801 to 1,900 tons of butter ..	553	15	0
1,901 to 2,000 tons of butter ..	561	12	0
2,001 to 2,100 tons of butter ..	564	2	0
2,101 to 2,200 tons of butter ..	566	12	0
2,201 to 2,300 tons of butter ..	569	2	0
2,301 to 2,400 tons of butter ..	571	12	0
2,401 to 2,500 tons of butter ..	574	2	0
2,501 to 2,600 tons of butter ..	576	12	0
2,601 to 2,700 tons of butter ..	579	2	0
2,701 to 2,800 tons of butter ..	581	12	0
2,801 to 2,900 tons of butter ..	584	2	0
2,901 to 3,000 tons of butter ..	586	12	0

After 3,000 tons, by mutual arrangement.

For the purpose of this scale, 2 tons of cheese shall be equal to 1 ton of butter.

(b) The rates set out above will be subject to variation in accordance with any order hereafter made by the Court of Arbitration under the Rates of Wages Emergency Regulations 1940, whether such order increases or reduces rates of pay.

(c) Notwithstanding the minimum rates prescribed in the schedule in subclause (a) of this clause, the present salary of any secretary who is receiving an annual sum in excess of the appropriate schedule rate for the tonnage output of his company shall not be reduced, in the event of a reduction in that tonnage, by an amount greater than the difference between the prescribed schedule rate for the present tonnage and the prescribed schedule rate for the reduced tonnage.

#### *Payment of Salaries*

3. The secretary shall receive his (her) salary monthly, and any final adjustment within fourteen days after the close of the employer's financial year.

*Holidays*

4. The provisions of the Annual Holidays Act shall apply to workers employed under this award.

*Terms of Engagement*

5. The employment of a secretary shall be deemed to be a monthly employment, and such employment may be terminated by one month's written notice on either side: Provided that an employer shall be entitled to dismiss a secretary without notice in any case of serious misconduct.

*Workers to be Members of Union*

6. (a) Subject to the provisions of section 18 (5) of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

*Right of Entry upon Premises*

7. The secretary or other authorized officer of the said union shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers covered by this award, but not so as to interfere unreasonably with the employer's business.

*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.

#### *Under-rate Workers*

9. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

*Application of Award*

10. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst the award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

*Scope of Award*

11. This award shall operate throughout the Northern Industrial District.

*Term of Award*

12. This award shall come into force on the 27th day of November, 1944, and shall continue in force until the 31st day of May, 1946.

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 20th day of November, 1944.

[L.S.]

A. TYNDALL, Judge.

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**MEMORANDUM**

The award embodies the agreement of the parties arrived at either in Conciliation Council or during the hearing of the dispute by the Court. In making the award the Court has had regard to the provisions of the Economic Stabilization Emergency Regulations 1942.

A. TYNDALL, Judge.

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