

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

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 25th day of July, 1945, between the Otago and Southland Dairy Factories' Industrial Union of Employers and the Otago and Southland Part-time and Full-time Dairy Factory Secretaries' Industrial Union of Workers.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 25th day of July, 1945, between Otago and Southland Dairy Factories' Industrial Union of Employers, of the one part, and the Otago and Southland Part-time and Full-time Dairy Factory Secretaries' Industrial Union of Workers, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 10th day of August, 1945.

[L.S.]

A. TYNDALL, Judge.

**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 25th day of July, 1945, between the Otago and Southland Dairy Factories' Industrial Union of Employers (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 10th day of February, 1939, and recorded in Book of Awards, Volume 39, p. 58, 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: £33 15s. 0d., plus £1 2s. 6d. for each supplier. (Minimum salary shall be £50 12s. 6d.)
- (ii) Factories manufacturing from 50 to 74 tons of cheese: £50 12s. 6d., plus £1 2s. 6d. for each supplier.
- (iii) Factories manufacturing from 75 to 99 tons of cheese: £56 5s. 0d., plus £1 2s. 6d. for each supplier.
- (iv) Factories manufacturing 100 tons and over: £67 10s.
Factories manufacturing 200 tons and over: £90.
Factories manufacturing 300 tons and over: £106 17s. 6d.
Factories manufacturing 400 tons and over: £112 10s.

Factories manufacturing 500 tons and over:
£123 15s.

Factories manufacturing 600 tons and over: £135.

Factories manufacturing 700 tons and over: £146 5s.

Factories manufacturing 800 tons and over:
£157 10s.

Plus £1 2s. 6d. 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 exceeds twenty-five per 100 tons, the excess suppliers shall be charged at the rate of 11s. 3d. per supplier. (In cases of factories manufacturing less than 100 tons, the full £1 2s. 6d. per supplier to be charged up to twenty-five and thereafter 11s. 3d. 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 or made into creamery butter 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 $1\frac{1}{2}$ per cent. 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—e.g., Payments to State Advances Corporation.

Application of Agreement

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

Term of Agreement

3. This agreement operates from the commencement of the 1944-45 financial year of each company and continues in force after the 1944-45 season until the end of the 1947-48 season.

Scope of Agreement

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

5. All rates of remuneration provided for in this agreement shall be increased to the extent and in the manner prescribed by the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940 and dated 9th August, 1940, and 31st March, 1942, respectively.

6. 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.

7. 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 and transactions of the company, both financial and statistical.
- (b) The keeping of proper records of all meetings of directors and of shareholders of the company.
- (c) The secretary shall supply, free of charge, his own office, telephone, and post-office box, except where a previous arrangement exists, 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 not be required by the company to attend more than six directors' meetings in the evening and one shareholders' meeting per year.
- (e) In the event of the companies requiring secretaries to do work beyond 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.

For and on behalf of the Otago and Southland Dairy Factories' Industrial Union of Employers—

W. YOUNG, President.

W. G. WIGHT, Secretary.

JAMES MCKENZIE }
ROBERT PRYDE } Members of Executive.

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

W. CARSWELL, President.

A. G. HARRINGTON, Secretary.

G. H. SMITH }
J. L. ORR } Members of Committee.