

NORTH ISLAND DAIRY-FACTORY MANAGERS.—AWARD

[Filed in the Office of the Clerk of Awards, Wellington]

In the Court of Arbitration of New Zealand, Northern, Taranaki, and Wellington Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the undermentioned industrial association and companies (hereinafter called “the employers”):—

New Zealand Dairy Factories' Industrial Association of Employers, 8-12 The Terrace, Wellington

Kia Ora Co-operative Dairy Co., Ltd., Gisborne

Kohi Co-operative Dairy Co., Ltd., Waverley

Loch Moig Dairy Co., Ltd., Linton

Ngatiporou Co-operative Dairy Co., Ltd., Ruatoria

Ohakune Co-operative Dairy Co., Ltd., Ohakune

Okitu Co-operative Dairy Co., Ltd., Gisborne

Tolaga Co-operative Dairy Co., Ltd., Tolaga Bay

Wairoa Co-operative Dairy Co., Ltd., Wairoa

Wellington City Corporation (Milk Department), Wellington

Wellington Dairy Farmers' Co-operative Association, Ltd., A.M.P. Buildings, Customhouse Quay, Wellington

and the North Island Dairy-factory Managers' Industrial Union of Workers (hereinafter called “the union”).

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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 31st day of May, 1950, 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 16th day of July, 1948.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Wages

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

Up to 100 tons	£470 17s. per annum.
From 101 tons to 600 tons	6s. for every additional ton.
From 601 tons to 1,000 tons	4s. for every additional ton.
From 1,001 tons to 2,000 tons	2s. 1d. for every additional ton.
From 2,001 tons to 3,000 tons	6d. for every additional ton.
From 3,001 tons to 3,500 tons	3d. for every additional ton.
From 3,501 tons to 4,000 tons	2d. for every additional ton.
From 4,001 tons and over	1d. for every additional ton.

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

Up to 100 tons	£449 17s. per annum.
From 101 tons to 500 tons	9s. 6d. for every additional ton.
From 501 tons to 600 tons	8s. 5d. for every additional ton.
From 601 tons to 800 tons	5s. 3d. for every additional ton.
From 801 tons to 1,000 tons	4s. 2d. for every additional ton.
From 1,001 tons to 1,100 tons	2s. for every additional ton.
From 1,101 tons to 1,200 tons	1s. 4d. for every additional ton.
From 1,201 tons and over	8d. for every additional ton.

(c) *Branch Managers.*—Branch managers in cheese-factories and milk-powder factories shall be paid in accordance with the above scale, less 5 per cent., provided the deduction does not bring their salaries below £528 7s. per annum, and the maximum salary shall not be above £628 7s. per annum.

This subclause shall not apply to any manager in the Auckland Province who has hitherto 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 the award.

(d) *Dual-plant Factories and Cheese-factories making their own Whey-butter.*—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.*—(i) 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 separating was being done, calculated on a cheese basis at the rate of 2½ lb. of cheese to each 1 lb. of butterfat.

(ii) Where the manager is responsible for handling and keeping records of milk which is weighed and checked for sale in bulk and for which the factory makes payment, he shall be paid as if the milk were used for production of butter or cheese, as the case may be. Where such milk is used for town supply, the basis of payment shall be 2½ gallons equal 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 2½ lb. of cheese to each 1 lb. of butterfat.

(g) *Butter and Casein.*—Butter-factory managers in control of factories where butter is made and casein is precipitated shall receive extra payment at the rate of 9s. 9d. per ton of dried casein in addition to their ordinary scale rate.

(h) *Whey Butter.*—Where factories collect whey cream for the manufacture of whey butter, the tonnage of such whey butter manufactured shall be added to the creamery-butter tonnage as a basis of computing the manager's salary.

(i) *Supervising Managers.*—A supervising manager who is 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.

(j) Managers using their cars on the employer's business shall be given a car allowance of 6d. a mile.

(k) *General Managers.*—General managers' salaries shall be not less than that provided for the largest one-roofed cheese-factory manager as provided for in this award.

(l) *Buttermilk Powder.*—Where the manager of a butter-factory is required to undertake the manufacture of buttermilk powder, he shall be paid 5 per cent, in addition to his salary as butter-factory manager.

Accommodation and Perquisites

2. 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 wash-house, built-in boiler and tubs, bathroom, hot-water service, and patent W.C. Where a company arranges at its own cost for the installation of an electric range and/or water-heater in a manager's residence, the manager shall be paid a total power allowance of £7 10s. per annum for the range and/or £7 10s. per annum for a water-heater so installed.

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 at a time suitable to the board of directors. The employer shall, if possible, allow one week of such holiday during the summer months.

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 the 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 the 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.

Definition

9. For the purpose of this award a "manager" is the person appointed by a dairy company (or owner of a dairy factory) and 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.

General

10. Managers subject to this award shall be entitled to one day off in each week, to be taken at a time to suit the work of the factory. If a manager is called upon to work on more than six days in any week he shall be paid at the rate of 7s. 6d. per hour for all time worked on the seventh day, with a maximum payment of £3 for any day: Provided always that the manager shall comply with such rules as his employer shall lay down in respect of determining the need to work and verification of the time worked.

Where a manager is required to pull presses after the ordinary factory work is finished, he shall be paid 3d. per press per day.

Workers to be Members of Union

11. (a) Subject to the provisions of subsection (5) of section 18 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.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union commits a breach of this award, and shall be liable accordingly.

(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.)

Application of Award

12. 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 this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

Scope of Award

13. This award shall operate throughout the Northern, Taranaki, and Wellington Industrial Districts.

Term of Award

14. This award, in so far as it relates to the rates of annual salary payable, shall be deemed to have come into force on the 1st day of June, 1948, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 31st day of May, 1950.

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 16th day of July, 1948.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council. Wages have been made payable retrospectively, in accordance with the agreement of the parties.

The rates of remuneration prescribed in the award are *not* to be increased by the application of the provisions of the Court's general orders of 9th August, 1940, and 31st March, 1942.

A. TYNDALL, Judge.
