

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 union and companies, (hereinafter called "the employers") :—

- Auckland Dairy Factories Industrial Union of Employers, Victoria Street, Hamilton.
- Albertland Co-operative Dairy Company, Limited, Wellsford.
 - Bay of Islands Co-operative Dairy Company, Limited, Moerewa.
 - Bay of Plenty Co-operative Dairy Company, Limited, Te Puke.
 - Bruntwood Co-operative Dairy Company, Limited, Cambridge.
 - Cambridge Co-operative Dairy Company, Limited, Cambridge.
 - East Tamaki Co-operative Dairy Company, Limited, East Tamaki.
 - Franklin Co-operative Dairy Company, Limited, Taupau.
 - Hauraki Plains Co-operative Dairy Company, Limited, Turua.
 - Hikurangi Co-operative Dairy Company, Limited, Hikurangi.
 - Hinuera Co-operative Dairy Company, Limited, Hinuera.
 - Hokianga Co-operative Dairy Company, Limited, Kohukohu.
 - Kaikohe Co-operative Dairy Company, Limited, Kaikohe.
 - Kaipara Co-operative Dairy Company, Limited, Helensville.
 - Kaitia Co-operative Dairy Company, Limited, Kaitia.
 - Kaitieke Co-operative Dairy Company, Limited, Taumarunui.
 - Katikati Co-operative Dairy Company, Limited, Katikati.
 - Kia Ora Co-operative Dairy Company, Limited, Gisborne.

Matakana Co-operative Dairy Company, Limited, Matakana.
 Maungatapere Co-operative Dairy Company, Limited, Maungatapere.
 Maungaturoto Co-operative Dairy Company, Limited, Maungaturoto.
 Mercury Bay Co-operative Dairy Company, Limited, Whitianga.
 Morrinsville Co-operative Dairy Company, Limited, Morrinsville.
 New Zealand Co-operative Dairy Company, Limited, Hamilton.
 Ngatiporou Co-operative Dairy Company, Limited, Ruatoria.
 Norfolk Co-operative Dairy Company, Limited, Morrinsville.
 Northern Wairoa Co-operative Dairy Company, Limited, Dargaville.
 Nuhaka Co-operative Dairy Company, Limited, Nuhaka.
 Ohura Valley Co-operative Dairy Company, Limited, Taumarunui.
 Okitu Co-operative Dairy Company, Limited, Gisborne.
 Opotiki Co-operative Dairy Company, Limited, Opotiki.
 Opouriao Co-operative Dairy Company, Limited, Taneatua.
 Oruru-Fairburn Co-operative Dairy Company, Limited, Mangonui.
 Pio Pio Co-operative Dairy Company, Limited, Piopio.
 Rangitaiki Plains Co-operative Dairy Company, Limited, Whakatane.
 Rodney Co-operative Dairy Company, Limited, Kaipara Flats.
 Ruawai Co-operative Dairy Company, Limited, Ruawai.
 Sunny Park Co-operative Dairy Company, Limited, Morrinsville.
 Tairua Co-operative Dairy Company, Limited, Tairua, via Waihi.
 Tatua Co-operative Dairy Company, Limited, Tatanui.
 Tauranga Co-operative Dairy Company, Limited, Tauranga.
 Te Aroha-Thames Valley Co-operative Dairy Company, Limited, Te
 Aroha.
 Te Awamutu Co-operative Dairy Company, Limited, Te Awamutu.
 Te Kaha Co-operative Dairy Company, Limited, Opotiki.
 Tokoroa Co-operative Dairy Company, Limited, Putaruru.
 Tolaga Co-operative Dairy Company, Limited, Tolaga Bay.
 Waimamaku Co-operative Dairy Company, Limited, Waimamaku,
 Hokianga.
 Waimana Co-operative Dairy Company, Limited, Waimana.
 Whangarei Co-operative Dairy Company, Limited, Whangarei.
 Whangaroa Co-operative Dairy Company, Limited, Kaeo, North
 Auckland.

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 13th day of June, 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 13th day of June, 1949.

[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 that a disputes committee set up under clause 9 shall have power to permit any 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 ..	420	17	0
401 to 450 tons of butter ..	436	12	0
451 to 500 tons of butter ..	452	7	0
501 to 550 tons of butter ..	468	2	0
551 to 600 tons of butter ..	483	17	0
601 to 650 tons of butter ..	499	12	0
651 to 700 tons of butter ..	515	7	0
701 to 750 tons of butter ..	523	4	0
751 to 800 tons of butter ..	531	2	0
801 to 850 tons of butter ..	538	19	0
851 to 900 tons of butter ..	546	17	0
901 to 950 tons of butter ..	554	14	0
951 to 1,000 tons of butter ..	562	12	0
1,001 to 1,100 tons of butter ..	573	2	0
1,101 to 1,200 tons of butter ..	583	12	0
1,201 to 1,300 tons of butter ..	594	2	0
1,301 to 1,400 tons of butter ..	604	12	0
1,401 to 1,500 tons of butter ..	615	2	0
1,501 to 1,600 tons of butter ..	622	19	0
1,601 to 1,700 tons of butter ..	630	17	0
1,701 to 1,800 tons of butter ..	638	14	0
1,801 to 1,900 tons of butter ..	646	12	0
1,901 to 2,000 tons of butter ..	654	9	0
2,001 to 2,100 tons of butter ..	656	19	0
2,101 to 2,200 tons of butter ..	659	9	0
2,201 to 2,300 tons of butter ..	661	19	0
2,301 to 2,400 tons of butter ..	664	9	0
2,401 to 2,500 tons of butter ..	666	15	0
2,501 to 2,600 tons of butter ..	669	9	0
2,601 to 2,700 tons of butter ..	671	19	0
2,701 to 2,800 tons of butter ..	674	9	0
2,801 to 2,900 tons of butter ..	676	19	0
2,901 to 3,000 tons of butter ..	679	9	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) 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.

(c) Where an employer engages in business activities additional to the manufacture of butter and/or cheese, such as general trading, motor-vehicle repairing, selling of motor-spirits, transport, insurance, and such like, and where additional duties are imposed upon the secretary as the result of such activities, the secretary shall be paid an extra amount per annum in addition to the appropriate minimum annual salary prescribed in subclause (a) of this clause. The extra amount so to be paid shall be determined under the procedure set forth in clause 9 of this award. The disputes committee may settle individual cases or, alternatively, may frame a scale for general adoption if such a step is found to be practicable.

(d) A secretary required to use his own motor-car on the business of the company shall be paid mileage for the use thereof at the rate of 6d. per mile.

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. Annual leave shall be granted in accordance with the provisions of the Annual Holidays Act, 1944: Provided, however, that after ten years' continuous service with the same employer the period of annual leave shall be three weeks.

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.

Right of Entry Upon Premises

6. 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.

Workers to be Members of Union

7. (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.)

Under-rate Workers

8. (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.

Matters Not Provided For

9. 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 employers, 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.

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 this 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, in so far as it relates to rates of wages, shall be deemed to have come into force on the 1st day of March, 1949, 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 13th day of June, 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 13th day of June, 1949.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.
