

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

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 8th day of April 1957, between the Otago and Southland Dairy Factories Industrial Union of Employers, (hereinafter referred to as "the employer") on 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") on the other part wherein it was mutually agreed by and between parties as set out below:

(1) That the terms and conditions, stipulations and provisions contained and set out in the Schedule hereto shall be binding on the said parties and that they shall be deemed to be and are hereby 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, and stipulations and provisions but shall in all respects abide by and perform the same.

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:

Up to 50 tons – £100:

Plus 16s. per ton for each additional ton over 50 and up to 100 tons:

Plus 10s. per ton for each additional ton over 100 and up to 200 tons:

Plus 7s. per ton for each additional ton over 200 and up to 300 tons:

Plus 4s. per ton for each additional ton over 300 tons:

Plus £2 7s. for each supplier in each of the above cases.

(b) 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.

(c) In addition to the foregoing salaries there shall be paid a further allowance at the rate of 2.1 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 1956–57 financial year of each company and continues in force until the end of the financial year of the 1957–58 season.

Scope of Agreement

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

Increase in Rates of Remuneration

5. The rates of remuneration determined by this award shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilisation Regulations 1953, and dated the 26th day of October, 1956.

(EXPLANATORY NOTE—The general order of 26 October 1956, increased rates of remuneration determined by awards and industrial agreements by an amount equal to 18 per cent thereof, but excluded from the scope of the increase—

- (1) Such portions of the remuneration of each worker in each week as exceeded the amount of £13 in the case of adult male worker, the amount of £9. 15. 0 in the case of adult female worker, and the amount of £7. 10. 0 in the case of male and female workers under the age of twenty-one years; and
- (2) All allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

The term “remuneration” means salary or wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commission, and any other emolument, whether in one sum or several sums; and also includes travelling expenses.)

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 all 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.

In witness whereof the parties have executed these presents:

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

THOS. E. J. FENTON, President.

ALAN S. ALSWEILER, Secretary.

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

G. H. SMITH, President.

A. G. HARRINGTON, Secretary.
