

MARLBOROUGH, NELSON, WESTLAND AND CANTERBURY DAIRY FACTORY  
MANAGERS—INDUSTRIAL AGREEMENT

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

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 8th day of September 1959 between the South Island Dairy Factory Managers' Industrial Union of Workers (hereinafter called "the union") of the one part, and the Canterbury, Marlborough, Nelson and Westland Dairy Factories' Industrial Union of Employers (hereinafter called "the employer") of the other part whereby it is mutually agreed by and between the parties hereto as follows, that is to say:

(1) That the terms, stipulations, conditions, 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 to this agreement or of the said terms, conditions, stipulations and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

*Wages*

1. (a) *Butter Factories*—The minimum yearly rates of wages shall be as follows:

|                               |       |                                     |
|-------------------------------|-------|-------------------------------------|
| Up to an output of 100 tons   | ..... | £828 12s. 6d.                       |
| From 101 tons to 300 tons     | ..... | 8s. + 10 per cent for every ton     |
| From 301 tons to 600 tons     | ..... | 7s. + 10 per cent for every ton     |
| From 601 tons to 800 tons     | ..... | 5s. 9d. + 10 per cent for every ton |
| From 801 tons to 1,000 tons   | ..... | 4s. 9d. + 10 per cent for every ton |
| From 1,001 tons to 1,500 tons | ..... | 3s. 6d. + 10 per cent for every ton |
| From 1,501 tons to 2,000 tons | ..... | 1s. 3d. + 10 per cent for every ton |
| From 2,001 tons to 3,000 tons | ..... | 7d. + 10 per cent for every ton     |

Thereafter by mutual agreement.

(b) Butter factory managers shall receive an additional 3s. 6d. per ton for all bulk butter received into the factory and sold on the local market.

(c) *Cheese Factories*—The minimum salary to be paid to the managers engaged on a yearly salary shall be £828 12s. 6d. per annum. In factories where more than 40 tons of cheese is manufactured during the year, an additional payment shall be paid at the rate of 12s. 6d. + 10 per cent for each additional ton.

In factories where under 40 tons of cheese is manufactured during the year a weekly wage may be paid in lieu of the said yearly salary for the period worked at such rates as shall be fixed by the committee set up under this agreement.

Where a manager of a cheese factory is required to manufacture loaf and pack packaged cheese the matter of remuneration shall be negotiated between the factory manager and the board of directors of the company concerned.

(d) *Milk Powder*—Where the manager of a butter factory is required to undertake the manufacture of milk powder by the roller process he shall be paid in addition to the salary prescribed in sub-clause (a) hereof, a rate of 14s. 4d. per ton for the first 100 tons of powder, 2s. 11d. per ton for the next 100 tons, and thereafter 1s. 1d. per ton, excepting that where a company has two or more factories

and employs a supervisor or a registered general manager the payment for the butter factory manager shall be 5 per cent in addition to the salary prescribed in sub-clause (a) hereof.

Where the manager is required to manufacture fat-fortified roller milk-powder, he shall be paid an allowance in addition to his salary as a butter factory manager in accordance with the following scale:

|                                 | Per ton |    |
|---------------------------------|---------|----|
|                                 | s.      | d. |
| For the first 100 tons .....    | 15      | 0  |
| From 101 tons to 200 tons ..... | 5       | 0  |
| Over 200 tons .....             | 1       | 0  |

Excepting that where a company has two or more factories and employs a supervisor or a registered general manager, the payment for the butter factory manager shall be 5 per cent in addition to the salary prescribed in sub-clause (a) hereof.

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

#### *Accommodation and Supplies*

2. (a) Each manager shall be provided, rent free, with a suitable residence containing a washhouse fitted with a built-in boiler and tubs, a bathroom, a hot-water service, and a patent W.C. or he shall be paid an allowance therefor.

(b) The manager of a cheese factory shall be supplied free of charge with cheese, milk, and household fuel and butter.

(c) The manager of a butter factory shall be supplied with butter, milk, and household coal. The said supplies shall be for the manager's own household requirements.

(d) In lieu of the said supplies the employer may make a monthly payment to the manager of the sum of £4, which payment shall be sufficient compliance with the requirements of subclauses (b) and (c).

#### *Car Allowance*

3. A manager using his own car on the employer's business and at the employer's request shall be paid a car allowance of 9d. per mile.

#### *Bowser Allowance*

4. Where a bowser is installed at a factory, and is in use, and the manager is required to attend to same, he shall be paid in addition to his ordinary salary, the sum of £5 15s. per annum plus one farthing per gallon on all petrol supplied from the bowser.

#### *Computation of Output*

5. For the purpose of defining the output, the factory weights shall apply and the scale paid accordingly.

#### *Holidays*

6. (a) Managers of cheese factories shall be allowed four weeks' holiday on full pay each year, and managers of butter factories shall be allowed three weeks' holiday on full pay each year.

(b) If the employment is terminated before the close of the season, a proportionate holiday or payment in lieu thereof shall be allowed.

*Payment of Salaries*

7. The manager shall receive his salary monthly at the close of each month, such to be based on the estimated current year's output, and any final adjustment within 14 days after the close of the employer's financial year.

*Term of Engagement*

8. 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*

9. The manager shall engage and 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 10 hereof.

*Matters Not Provided For*

10. The essence of this agreement 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 agreement 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 two representatives of the union and two 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 the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

*Definitions*

11. For the purpose of this agreement a "manager" is the person appointed by a dairy company or owner of a dairy factory and who is held responsible for the manufacture of butter and/or cheese, 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 and their amendments.

*Engagements of Managers*

12. (a) All testimonials, references, and application papers submitted to an employer by a person who is the holder of a dairy factory manager's qualifications and who is answering an advertisement for a position as manager shall be dealt with in confidence by the employer and shall not be published to any person other than a supplier or shareholder of the company.

(b) If the employer requests an interview with the applicant he shall reimburse the applicant for expenses reasonable incurred where such applicant has to travel more than 50 miles.

*Workers to be Members of Union*

13. (a) It shall not be lawful for any employer bound for this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of

workers bound by this agreement: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this agreement during any time while there is no member of a union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purpose of sub-clause (a) of this clause a person of the age of 18 years or upwards, and every person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of 21 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.)

#### *Application of the Agreement*

14. This agreement 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 agreement comes into force, connected with or engaged in the industry to which this agreement applies within the industrial districts to which this agreement relates.

#### *Scope of Agreement*

15. This agreement shall operate throughout the Marlborough, Nelson, Westland and Canterbury Industrial Districts.

#### *Term of Agreement*

16. This agreement, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of January 1959, and so far as all other provisions are concerned it shall come into force on the day of the date hereof: and this agreement shall continue in force until the 31st day of July 1960.

For and on behalf of the South Island Dairy Factory Managers' Industrial Union of Workers:

W. C. D. GLASGOW, President.

For and on behalf of the Canterbury, Marlborough, Nelson and Westland Dairy Factories Industrial Union of Employers:

P. J. BYRNE, President.