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OTAGO AND SOUTHLAND DAIRY FACTORY MANAGERS—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 1925 and its amendments, this 12th day of December 1960, between the Otago and Southland Dairy Factory Managers' Industrial Union of Workers (hereinafter called "the union") of the one part, and the Otago and Southland Dairy Factories' Industrial Union of Employers (hereinafter called "the employer"), of the other part, whereby it is mutually agreed by and between the parties as follows:

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SCHEDULE

Definitions

1. 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-graders and/or milk-graders certificate under the dairy regulations.

Hours of Work

2. The weekly period of employment shall be the time required to complete the manufacture of butter and/or cheese, having due regard to all the technicalities of the process relating thereto.

Wages

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

Up to an output of 100 tons, £1,175 per annum.

From 101 tons to 600 tons, 6s. 10d. for every additional ton.

From 601 tons to 1,000 tons, 4s. 8d. for every additional ton.

From 1,001 tons to 2,000 tons, 2s. 5d. for every additional ton.

From 2,001 tons to 3,000 tons, 7d. for every additional ton.

Butter-factory managers shall receive an additional 3s. 5d. per ton on all butter remilled in the factory.

(b) *Cheese Factories*—The minimum salary to be paid to managers engaged on a yearly salary shall be £1,175 per annum. In factories where more than 40 tons of cheese is manufactured during the year, an additional payment of 12s. 8d. per ton shall be made for all tons in excess of 40.

(c) Managers in cheese-factories not equipped with continuous pressure presses shall receive in addition to their ordinary salary a bonus payment of 2s. 3d. per ton on all cheese manufactured.

Managers who are required to pull cheese-presses after their ordinary work is finished shall receive, in addition to their wages, the same allowance as is made to other factory workers for this work.

Assistance for Managers

4. Where milk is pasteurised and the whey is separated, a worker shall always be employed to assist the manager. Where separating from whey only is done, the manager shall work without assistance up to a quantity of 400 gallons.

Bowser Allowance

5. 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.

Accommodation and Perquisites

6. (a) The manager shall be provided with a house of not less than four rooms for his own private use within a reasonable distance of the factory, to be approved by the New Zealand Government Health Department, but a manager on a weekly wage may agree with his employer to waive the benefit of this provision. The residence shall include hot-water services, flush-down sanitary system, wash-house, built-in boiler, tubs and bath.

(b) Where a manager finds it necessary, after consultation with his chairman, to supply assistants with meals only, the company concerned shall pay a weekly compensation rate for such services as follows:

When providing meals for one assistant, £1 3s. per week.

When providing meals for two assistants, £2 6s. per week.

When providing meals for three or more assistants, £3 9s. per week.

(c) The manager shall be supplied free of charge for his own household requirements with cheese, milk and fuel and also with not more than 4 lb of butter weekly. 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 £10 per annum for the range and/or £10 per annum for the water heater so installed.

Receiving Milk

7. The hours for receiving milk in a one-vat factory on any particular day shall be from 7.30 a.m. to 8.45 a.m. and in all other factories from 7 a.m. to 8.45 a.m.

Change from Cheese to Butter Making

8. Where any factory shall, at any period of the manufacturing season, cease manufacturing cheese and be converted into a receiving and/or skimming station, creamery, or butter factory, or sends milk to other factories for the purpose of computing the salary to be paid to the manager, it shall be recognised that every

10 lb of milk shall be equal to or represent 1 lb of cheese. Butter made from whey shall be considered as part of the cheese-making and shall not come under this clause.

Payment of Salaries

9. The manager shall be paid his monthly salary on the usual pay-day of the factory, and the final adjustments within 14 days after the close of the employers financial year.

Assistants

10. The manager shall have full power to engage or discharge assistants, keep their time, and furnish a correct statement of such to the directors or the secretary of the company. Should any question arise between the manager and the employer as to the staffing of a factory, it shall be referred to and dealt with by the committee set up under clause 14 hereof.

Whey in Milk Cans

11. No supplier shall be permitted to use his milk cans for the purpose of carrying whey.

Termination of Engagement

12. (a) In the case of managers on a yearly salary, one month's notice in writing shall be given on either side of the intention to terminate the engagement. In the case of the managers on a weekly wage, one week's notice in writing shall be given on either side 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. Where a manager is dismissed without reasonable cause, he shall have the right through his union, to appeal. Such appeal shall be dealt with by the committee set up under clause 14 hereof. If the appeal is upheld, the employer dismissing the manager shall pay three months' salary. Each side shall pay its own expenses.

(b) When a manager's engagement terminates during the manufacturing season, the following basis of payment shall apply. The total season's output shall be estimated divided into 12 parts and paid proportionately according to number of months worked.

Holidays

13. (a) Butter factory managers shall be allowed three weeks' holiday and cheese factory managers four weeks' holiday, on full pay in each season at a time to be arranged between the employer and the manager.

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

Matters Not Provided For

14. 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 deal 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 employer, 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 of appeal to the Court against any decision of such committee upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

Certificates

15. Where the boilers require it, the manager shall be the holder of the necessary engine-driver's certificate.

Workers to be Members of the Union

16. (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 purpose of subclause (a) of this clause, a person of the age of 18 years or upwards and every other person who for the time being is in receipt of not less than the minimum rates of wages prescribed by this agreement for workers of the age of 21 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 operations of the foregoing provision, fails to become a member of that union when requested to do so by his employer or any officer or representative of the union, commits a breach of this agreement and shall be liable accordingly.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954, which gives to workers the right to join the union.)

Application of Agreement

17. This agreement shall apply to managers of cheese factories and butter factories.

Scope of Agreement

18. This agreement shall operate throughout the Otago and Southland Industrial District.

Term of Agreement

19. This agreement, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of January 1961, and so far as all the other conditions of this agreement 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 December 1963.

Signed on behalf of the Otago and Southland Dairy Factory Managers' Industrial Union of Workers, this 12th day of December 1960.

W. BAIRD, President.
A. J. DILLON, Secretary.

Witness— , Invercargill.

Signed on behalf of the Otago and Southland Dairy Factories' Industrial Union of Employers, this 12th day of December 1960.

R. F. DICKIE, President.
ALAN S. ALSWEILER, Secretary.

Witness— , Invercargill.

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OTAGO AND SOUTHLAND DAIRY FACTORY MANAGERS—AMENDMENT OF INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand—In the matter of the Industrial Conciliation and Arbitration Act 1954 and the Economic Stabilisation Regulations 1953; and in the matter of the Otago and Southland Dairy Factory Managers Industrial Agreement, dated the 12th day of December 1960 and recorded in 60 Book of Awards 2589.

UPON reading the application made on behalf of the Otago and Southland Dairy Factory Managers Industrial Union of Workers and the Otago and Southland Dairy Factories Industrial Union of Employers parties to the Otago and Southland Dairy Factory Managers Industrial Agreement dated the 12th day of December 1960, the Court, in pursuance and exercise of the powers conferred on it by regulation 4 of the Economic Stabilisation Regulations 1953 and of every other power in that behalf enabling it, doth hereby order as follows:

1. That the said industrial agreement shall be amended in the manner following, that is to say—

(a) All rates of remuneration determined by the said industrial agreement shall be increased by an amount equal to $2\frac{1}{2}$ per cent thereof:

(b) There shall be excluded from the scope of this order all allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

2. That for the purposes of this order “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 every other emolument, whether in one sum or several sums; and also includes travelling expenses.

3. That this order shall be deemed to have come into force and to have been incorporated in the said industrial agreement on the 26th day of July 1962.

Dated this 21st day of August 1962.

[L.S.]

K. G. ARCHER, Judge.