

NORTH ISLAND DAIRY FACTORY MANAGERS—AWARD

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

In the Court of Arbitration of New Zealand, Northern, Taranaki, and Wellington Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the North Island Dairy Factory Managers and Assistant Managers Industrial Union of Workers (hereinafter called “the union”) and the undermentioned association (hereinafter called “the employers”):

New Zealand Dairy Factories Industrial Association of Employers, 8–12 The Terrace, Wellington.

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 130 of the Industrial Conciliation and Arbitration Act 1954, 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 1967 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 22nd day of December 1965.

[L.S.]

A. P. BLAIR, Judge.

SCHEDULE

Wages

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

Up to 500 tons	..	..	£1,525 per annum.
From 501 tons to 600 tons	..	..	7s. 6d. for every additional ton.
From 601 tons to 1,000 tons	..	..	5s. 2d. for every additional ton.
From 1,001 tons to 2,000 tons	..	..	3s. 4d. for every additional ton.
From 2,001 tons to 3,000 tons	..	..	1s. 4d. for every additional ton.
From 3,001 tons to 5,000 tons	..	..	10d. for every additional ton.
Over 5,000 tons	..	..	7d. for every additional ton.

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

Up to 350 tons	..	..	£1,525 per annum.
From 351 to 500 tons	..	..	12s. 1d. for every additional ton.
From 501 tons to 600 tons	..	..	10s. 7d. for every additional ton.
From 601 tons to 1,000 tons	..	..	6s. 7d. for every additional ton.
From 1,001 tons to 1,100 tons	..	..	4s. for every additional ton.
Over 1,100 tons	..	..	2s. 5d. for every additional ton.

(c) (i) *Casein Factories - Primary Units*—In the case of casein factory managers the scale shall be as follows:

Up to 150 tons	..	..	£1,525 per annum.
From 151 tons to 200 tons	..	..	26s. 9d. for every additional ton.
From 201 tons to 250 tons	..	..	16s. 5d. for every additional ton.
From 251 tons to 300 tons	..	..	10s. 11d. for every additional ton.
From 301 tons to 400 tons	..	..	8s. 3d. for every additional ton.
From 401 tons to 500 tons	..	..	5s. 6d. for every additional ton.
From 501 tons to 700 tons	..	..	2s. 11d. for every additional ton.
Over 700 tons	..	..	1s. 8d. for every additional ton.

(ii) Casein factory managers who carry out the coagulating and cooking process only shall be paid 5 per cent less than the schedule rate.

(iii) Where a manager is drying and grinding casein curd from another factory or factories he shall be paid the full 5 per cent so deducted.

(iv) Where a manager is drying only casein curd from another factory or factories he shall be paid three-fifths of the 5 per cent so deducted.

(d) *Milk-powder Factories - Primary Units*—In respect of milk-powder factory managers the scale shall be as follows:

Up to 450 tons	..	..	£1,525 per annum.
From 451 tons to 600 tons	..	..	8s. 9d. for every additional ton.
From 601 tons to 1,000 tons	..	..	5s. for every additional ton.
From 1,001 tons to 2,000 tons	..	..	2s. 3d. for every additional ton.
From 2,001 tons to 3,000 tons	..	..	1s. 9d. for every additional ton.
Over 3,000 tons	..	..	7d. for every additional ton.

(e) *Branch Managers*—Branch managers in cheese factories and milk-powder factories shall be paid in accordance with the above scale, less 5 per cent.

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 7 July 1936, during the currency of the award.

(f) *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.

(g) *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 to 1 lb of butterfat.

(h) *Change from Cheese to Casein*—Where factories change from the manufacture of cheese to casein or casein to cheese during the season, the manager shall be paid for that season 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 1 lb of butterfat.

(i) *Butter and Casein*—(i) A butter factory manager in control of factories where butter is made and casein is precipitated shall be paid an allowance in addition to his salary as a butter factory manager in accordance with the following scale:

Up to 200 tons	..	..	..	12s. 3d. per ton of dried casein.
From 201 tons to 500 tons	..	..	..	6s. 7d. per ton of dried casein.
From 501 tons to 1,000 tons	..	..	..	4s. 4d. per ton of dried casein.
Over 1,000 tons	..	..	..	1s. 6d. per ton of dried casein.

(ii) Where a butter factory manager is in control of the drying and/or grinding of casein either from his own company or from other companies he shall be paid an allowance of 1s. 6d. per ton of dried casein for drying and 1s. per ton of dried casein for grinding.

(j) *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: Provided that for the first 100 tons of whey-butter manufactured, a manager shall be paid at the rate of 5s. per ton.

(k) (i) *Buttermilk Powder*—Where the manager of a butter-factory is required to undertake the manufacture of buttermilk powder by the roller or spray process, he shall be paid in addition to the salary prescribed in subclause (a) of this clause a rate of 15s. 8d. per ton for the first 100 tons of powder, 3s. 3d. per ton for the next 100 tons and thereafter 1s. 3d. per ton, excepting that where a company has two or more factories and employ 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 subclause (a) of this clause.

(ii) Where a 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:

For the first 100 tons	..	..	..	16s. 5d. per ton.
From 101 tons to 200 tons	..	..	..	5s. 6d. per ton.
Over 200 tons	..	..	..	1s. 2d. 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 subclause (a) of this clause.

(iii) Where a spray or roller drying unit is in use for other than buttermilk drying and under the control of a butter factory manager he shall be paid an allowance in addition to his salary as a butter factory manager in accordance with the following scale:

Up to 600 tons	..	..	..	..	4s. 1d. per ton of powder.
601 tons to 1,500 tons	..	..	..	..	2s. 3d. per ton of powder.
1,501 tons to 3,000 tons	..	..	..	..	1s. 7d. per ton of powder.
Over 3,000 tons - by mutual agreement.					

(l) *Supervising Managers*—A supervising manager who is engaged as the working manager in charge of a main factory with supervision over one or more branch factories shall be paid on the output of the largest unit of the group plus 5 per cent.

(m) Managers using their cars on the employer's business shall be given a car allowance of 1s. a mile.

(n) *Assistant Managers*—Where an assistant manager is employed he shall be paid a salary not less than 75 per cent of the manager's award rate for the products concerned.

Accommodation and Perquisites

2. Supervising managers, dual-plant managers, factory managers, branch managers, and assistant managers shall be provided with a free suitable residence or allowance therefor, and shall be supplied with such of the following perquisites for his own household requirements as may be manufactured, processed, or handled at the factory at which the manager or assistant manager is employed - butter (with a maximum of 4 lb weekly), cheese (with a maximum of 5 lb monthly), milk and fuel. 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 £8 per annum for the range and/or £8 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 week's 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 succeeding month and any final adjustment within two months 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.

Staffing

7. The manager shall have the power to engage or discharge employees under his control, 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 New Zealand Dairy Factories Industrial Association of 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 14 days after such decision has been made known to the party desirous of appealing.

Definitions

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 each week to be taken at a time to suit the work of the factory. In cases of emergency or other good cause a manager may be employed on the seventh day at the rate of 15s. per hour with a maximum payment of £6 for the day. The manager and the chairman of directors, or the general manager, or the factory superintendent shall confer to determine the need to work and the manager shall notify his employer within 14 days of the time worked on the seventh day.

Unqualified Preference

11. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 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 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 the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 1st day of July 1965, and so far as all other provisions of the 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 1967.

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 22nd day of December 1965.

[L.S.]

A. P. BLAIR, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 11 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. P. BLAIR, Judge.
