

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 1954; 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 under-mentioned companies (hereinafter called "the employers"):

- Auckland Dairy Factories Industrial Union of Employers, Victoria Street, Hamilton.
- Albertland Cooperative Dairy Co. Ltd., Wellsford.
- Bay of Islands Cooperative Dairy Co. Ltd., Moerewa.
- Bay of Plenty Cooperative Dairy Co. Ltd., Te Puke.
- Bruntwood Cooperative Dairy Co. Ltd., Cambridge.
- Cambridge Cooperative Dairy Co. Ltd., Cambridge.
- East Tamaki Cooperative Dairy Co. Ltd., Manurewa.
- Hikurangi Cooperative Dairy Co. Ltd., Hikurangi.
- Hinuera Cooperative Dairy Co. Ltd., Hinuera.
- Kaipara Cooperative Dairy Co. Ltd., Helensville.
- Kaitaia Cooperative Dairy Co. Ltd., Kaitaia.
- Kaitieke Cooperative Dairy Co. Ltd., Taumarunui.
- Katikati Cooperative Dairy Co. Ltd., Katikati.
- Kai Ora Cooperative Dairy Co. Ltd., Gisborne.
- Matakana Cooperative Dairy Co. Ltd., Matakana.
- Maungatapere Cooperative Dairy Co. Ltd., Maungatapere.
- Maungaturoto Cooperative Dairy Co. Ltd., Maungaturoto.
- Mercury Bay Cooperative Dairy Co. Ltd., Whitianga.
- Morrinsville Cooperative Dairy Co. Ltd., Morrinsville.

Ngatiporou Cooperative Dairy Co. Ltd., Ruatoria.
 Northern Wairoa Cooperative Dairy Co. Ltd., Dargaville.
 Nuhaka Cooperative Dairy Co. Ltd., Nuhaka.
 Okitu Cooperative Dairy Co. Ltd., Gisborne.
 Opotiki Cooperative Dairy Co. Ltd., Opotiki.
 Opouriao Cooperative Dairy Co. Ltd., Taneatua.
 Pio Pio Cooperative Dairy Co. Ltd., Pio Pio.
 Rangitaiki Plains Cooperative Dairy Co. Ltd., Whakatane.
 Rodney Cooperative Dairy Co. Ltd., Kaipara Flats.
 Ruawai Cooperative Dairy Co. Ltd., Ruawai.
 Sunny Park Cooperative Dairy Co. Ltd., Morrinsville.
 Tairua Cooperative Dairy Co. Ltd., Tairua, via Waihi.
 Tatua Cooperative Dairy Co. Ltd., Tatuanui.
 Tauranga Cooperative Dairy Co. Ltd., Tauranga.
 Te Aroha - Thames Valley Cooperative Dairy Co. Ltd., Te Aroha.
 Te Awamutu Cooperative Dairy Co. Ltd., Te Awamutu.
 Te Kaha Cooperative Dairy Co. Ltd., Opotiki.
 Waimana Cooperative Dairy Co. Ltd., Waimana.
 Whangarei Cooperative Dairy Co. Ltd., Whangarei.

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 1963 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 12th day of December 1960.

[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 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 10 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 dairy company with a sufficient intake of butterfat to manufacture 10,000 tons of butter or its equivalent in any other dairy products, or to any one of the following companies so long as a part-time secretary is employed as at present:

Bruntwood Cooperative Dairy Co. Ltd.
 Nuhaka Cooperative Dairy Co. Ltd.
 Sunny Park Cooperative Dairy Co. Ltd.
 Tairua Cooperative Dairy Co. Ltd.
 Te Kaha Cooperative Dairy Co. Ltd.
 Waimana Cooperative Dairy Co. Ltd.

Salaries

2. (a) The minimum schedule of salaries shall be as follows:	Per Annum £
Up to 400 tons of butter	1,055
401 to 500 tons of butter	1,090
501 to 600 tons of butter	1,125
601 to 700 tons of butter	1,160
701 to 800 tons of butter	1,195
801 to 900 tons of butter	1,230
901 to 1,000 tons of butter	1,265
1,001 to 1,200 tons of butter	1,285
1,201 to 1,400 tons of butter	1,305
1,401 to 1,600 tons of butter	1,325
1,601 to 1,800 tons of butter	1,345
1,801 to 2,000 tons of butter	1,365
2,001 to 2,200 tons of butter	1,375
2,201 to 2,400 tons of butter	1,385
2,401 to 2,600 tons of butter	1,395
2,601 to 2,800 tons of butter	1,405
2,801 to 3,000 tons of butter	1,415

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 engaged in business activities (directly or indirectly) in addition to the manufacture of butter and/or cheese, such as the manufacture of other dairy products, general trading, motor-vehicle repairing, selling of motor-spirits, transport, insurance, veterinary services, and such like, and where additional duties and responsibilities 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 10 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 9d. per mile.

Computation of Output

3. For the purpose of defining the output, the factory weights of total butterfat received and paid for (including all butterfat used in the manufacture of whole-milk and blended milk powders, and sold as milk and cream) shall be computed to commercial butter weight on the yearly average over-run percentage, and the scale paid accordingly.

Payment of Salaries

4. The secretary shall receive his (her) salary monthly, and any final adjustment within 14 day after the close of the employer's financial year.

Holidays

5. Annual leave shall be granted in accordance with the provisions of the Annual Holidays Act 1944: Provided, however, that the period of annual leave shall be three weeks.

Terms of Engagement

6. 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

7. The secretary or other authorised 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

8. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, 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 18 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 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 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 section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Under-rate Workers

9. (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 14 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

10. 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 14 days after such decision has been made known to the party desirous of appealing.

Application of Award

11. 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 district to which this award relates.

Scope of Award

12. This award shall operate throughout the Northern Industrial District.

Term of Award

13. 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 June 1960, 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 1963.

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 12th day of December 1960.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.
