

NORTH ISLAND DAIRY FACTORY MANAGERS – AWARD

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, Federation House, 95-99 Molesworth Street, 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 1974 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 14th day of September 1973.

(L.S.)

A. P. BLAIR, Judge.

ARRANGEMENT OF AWARD

Clause Number	Title
1	– Wages
2	– Accommodation and Perquisites
3	– Computation of Output
4	– Holidays
5	– Payment of Salaries
6	– Term of Engagement
7	– Staffing
8	– Matters Not Provided For
9	– Definitions
10	– General
11	– Unqualified Preference

Clause Number	Title
12	Application of Award
13	Scope of Award
14	Term of Award

SCHEDULE

WAGES

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

- Up to 1,000 tons – \$6,530 per annum.
- From 1,001 tons to 2,000 tons – 55.9 cents for every additional ton.
- From 2,001 tons to 3,000 tons – 22.1 cents for every additional ton.
- From 3,001 tons to 5,000 tons – 14.0 cents for every additional ton.
- From 5,001 tons to 10,000 tons – 9.3 cents for every additional ton.
- Over 10,000 tons – 3.5 cents for every additional ton.

(b) Cheese Factories – In respect of cheese factory manager, the scale shall be as follows:

- Up to 600 tons – \$6,530 per annum.
- From 601 tons to 1,000 tons – 107.2 cents for every additional ton.
- From 1,001 tons to 1,100 tons – 66.4 cents for every additional ton.
- From 1,101 tons to 5,000 tons – 38.4 cents for every additional ton.
- Over 5,000 tons – 18.7 cents for every additional ton.

(c) Casein Factories – Primary Units – In the case of casein factory managers, the scale shall be as follows:

- Up to 300 tons – \$6,530 per annum.
- From 301 tons to 400 tons – 134.1 cents for every additional ton.
- From 401 tons to 500 tons – 89.7 cents for every additional ton.
- From 501 tons to 700 tons – 46.7 cents for every additional ton.
- From 701 tons to 4,000 tons – 28.0 cents for every additional ton.
- Over 4,000 tons – 12.9 cents for every additional ton.

(d) Milk-powder Factories – Primary Units – In the case of milk-powder factory managers, the scale shall be as follows:

- Up to 900 tons – \$6,530 per annum.
- From 901 tons to 2,000 tons – 44.3 cents for every additional ton.
- From 2,001 tons to 3,000 tons – 28.0 cents for every additional ton.
- From 3,001 tons to 20,000 tons – 9.3 cents for every additional ton.
- Over 20,000 tons – 3.5 cents for every additional ton.

(e) Diversion – Where normal milk is diverted from a factory and that factory's production is thereby reduced, the amount of milk so diverted shall be assessed on the basis of butter, cheese, powder, casein at latest assessed national averages and town milk supply at 2½ gallons per pound butterfat for the purposes of computing the salary of the manager of that factory.

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

- Up to 1,000 tons of casein – 146.9 cents per ton of dried casein.
- Over 1,000 tons – 66.4 cents per ton of dried casein.

(g) Buttermilk Powder – (i) Where the manager of a butter factory is required to undertake the manufacture of buttermilk powder or variations thereof by the roller or

spray process, he 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 – 165.6 cents per ton.
- Over 200 tons – 17.5 cents 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 percent in addition to the salary prescribed in subclause (a) of this clause.

(ii) 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 3,000 tons – 48.9 cents per ton of powder.
- Over 3,000 tons – 22.1 cents per ton of powder.

(h) Managers using their cars on the employer's business shall be given a car allowance of 11 cents a mile.

(i) Assistant Managers – Where an assistant manager is employed he shall be paid a salary not less than 85 percent of the manager's award rate for the products concerned.

ACCOMMODATION AND PERQUISITES

2. (a) All managers covered by this award shall be provided with a suitable free residence or paid an allowance in lieu thereof which shall be mutually agreed upon.

(b) The allowance in lieu of residence shall only be applicable where it is by mutual agreement and the manager wishes to provide his own home.

(c) All managers covered by this award 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 lbs weekly), cheese (with a maximum of 5 lbs monthly), milk and fuel.

(d) 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 \$16 per annum for the range and/or \$16 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 weeks' holiday on full pay at a time to be mutually agreed.

PAYMENT OF SALARIES

5. Salaries shall be paid monthly and any final adjustment made within two months after the close of the employer's financial year.

TERM OF ENGAGEMENT

6. One month's notice or such other term as may be mutually agreed upon shall be given in writing by either side of the intention to terminate the engagement but this shall not prevent summary termination for good cause. When the required notice is not given, one month's salary shall be paid or forfeited as the case may be.

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 of this award.

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 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.

(NOTE – Pursuant to section 177 (2) of the Industrial Conciliation and Arbitration Act 1954 (as enacted by section 3 of the Industrial Conciliation and Arbitration Amendment Act 1970) the Minister of Labour has approved the above clause being inserted in the award instead of the clause prescribed by section 178 of the Act.)

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 dairy products, and is duly registered as a factory manager under the Dairy Factory Managers Regulations and their amendments.

GENERAL

10. One day off each week to be taken at a time to suit the work of the factory shall be allowed from 1 September to 30 April inclusive. For the remaining four months two days off each week shall be allowed. Days off shall not be allowed to accumulate except by prior agreement.

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 June 1973, and so far as all other provisions of this 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 1974.

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 14th day of September 1973.

(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 on 2 August 1973 in the course of an inquiry held before a Council of Conciliation. The unqualified preference provision (clause 11) has been inserted in accordance with the agreement of all the assessors.

A. P. BLAIR, Judge.