

(4475.) OTAGO AND SOUTHLAND CHEESE-FACTORY MANAGERS.—  
AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Southland and Otago Cheese-factory Managers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

- Aparima Co-operative Dairy Factory Company, Riverton.
- Awarua Co-operative Dairy Factory Company, Winton.
- Bacon, H. E., cheese-manufacturer, Gore.
- Balfour Co-operative Dairy Factory Company, Balfour.
- Birchwood Co-operative Dairy Factory Company, Birchwood.
- Boggy Burn Co-operative Dairy Factory Company, Winton.
- Bowmast, C. A., cheese-manufacturer, Pyramid.
- Brown's Co-operative Dairy Factory Company, Brown's.
- Brydone Co-operative Dairy Factory Company, Brydone.
- Clydevale Co-operative Dairy Factory Company, Clydevale.
- Cockburn Bros., cheese-manufacturers, Te Houka.
- Drummond Co-operative Dairy Factory Company, Otautau.
- Dumbleton, J., cheese-manufacturer, Otamita.
- Dyer, L. S., cheese-manufacturer, Mosgiel.
- Edendale Co-operative Dairy Factory Company, Edendale.
- Fairfax Co-operative Dairy Factory Company, Fairfax.
- Fairfield Co-operative Dairy Factory Company, Katea.
- Freshford Co-operative Dairy Factory Company, Freshford.
- Glass, J. W., cheese-manufacturer, Henley.
- Glenham Co-operative Dairy Factory Company, Wyndham.

- Goodwood Co-operative Dairy Factory Company, Flag Swamp.
- Gorge Road Co-operative Dairy Factory Company, Invercargill.
- Gray, James, cheese-manufacturer, Tapanui.
- Grove Bush Co-operative Dairy Factory Company, Wyndham.
- Haldane Co-operative Dairy Factory Company, Slope Point.
- Heathfield Co-operative Dairy Factory Company, Chasland's.
- Hedgehope Co-operative Dairy Factory Company, Hedgehope.
- Hekeia Co-operative Dairy Factory Company, Hekeia.
- Island Co-operative Dairy Factory Company, Wyndham.
- Kahikatea Co-operative Dairy Factory Company, Owaka.
- Katea Co-operative Dairy Factory Company, Owaka.
- Kelso Cheese Manufacturing Company, care of J. A. Park Trustees, Dunedin.
- Kennington Co-operative Dairy Factory Company, Kennington.
- Lake County Co-operative Dairy Factory Company, Arrowtown.
- Lambert, W. H., cheese-manufacturer, Orepuki.
- Lindsay, R. C., cheese-manufacturer, Otahuti.
- Lochiel Co-operative Dairy Factory Company, Winton.
- Mabel Co-operative Dairy Factory Company, Mabel.
- Maitland Co-operative Dairy Factory Company, Waikaka Valley.
- Mataura Co-operative Dairy Factory Company, Mataura.
- Menzies Ferry Co-operative Dairy Factory Company, Menzies Ferry.
- Merrivale Co-operative Dairy Factory Company, Otautau.
- Merton Co-operative Dairy Factory Company, Waikouaiti.
- Milton Co-operative Dairy Factory Company, Milton.
- Mokotua Co-operative Dairy Factory Company, Mokotua.
- Momona Co-operative Dairy Factory Company (Limited), Momona.
- Morton Mains Co-operative Dairy Factory Company, Box 145, Invercargill.
- Mosgiel Co-operative Dairy Factory Company, Mosgiel.
- Omimi Co-operative Dairy Factory Company, Seaclyff.
- Oreti Co-operative Dairy Factory Company, Invercargill.
- Otara Co-operative Dairy Factory Company, Otara.
- Otautau Co-operative Dairy Factory Company, Otautau.
- Oteramika Co-operative Dairy Factory Company, Kapuka.
- Oware Co-operative Dairy Factory Company, Invercargill.
- Pahia Co-operative Dairy Factory Company, Pahia.
- Paretai Co-operative Dairy Factory Company, Paretai, via Kaitangata.
- Pine Bush Co-operative Dairy Factory Company, Invercargill.

- Pukerau Co-operative Dairy Factory Company, Pukerau.  
 Railhead Co-operative Dairy Factory Company, Papatowai.  
 Ratanui Co-operative Dairy Factory Company, Ratanui.  
 Reeves, G., cheese-manufacturer, Gore.  
 Rimu Co-operative Dairy Factory Company (D. Rutledge, secretary), Invercargill.  
 Ryal Bush Co-operative Dairy Factory Company, Invercargill.  
 Saxelby, J. K., cheese-manufacturer, Woodlands.  
 Seaward Downs Co-operative Dairy Factory Company, Wyndham.  
 South Hillend Co-operative Dairy Factory Company, Heddon Bush.  
 South Island Dairy Association of New Zealand, Dunedin.  
 Stirling Co-operative Dairy Factory Company, Stirling.  
 Switzers Co-operative Dairy Factory Company, Waikaia.  
 Taieri and Peninsula Milk-supply Company (Limited), Dunedin.  
 Tarara Co-operative Dairy Factory Company, Tarara.  
 Te Tua Co-operative Dairy Factory Company, Te Tua.  
 Thornbury Co-operative Dairy Factory Company, Thornbury.  
 Tisbury Co-operative Dairy Factory Company, Invercargill.  
 Toitois Co-operative Dairy Factory Company, Edendale.  
 Tokonui Valley Co-operative Dairy Factory Company, Tokonui.  
 Tuatapere Co-operative Dairy Factory Company, Orepuki.  
 Tuturau Co-operative Dairy Factory Company, Mataura.  
 Waianiwa Co-operative Dairy Factory Company, Waianiwa.  
 Waikawa Valley Co-operative Dairy Factory Company, Waikawa.  
 Waikouaiti Co-operative Dairy Factory Company, Waikouaiti.  
 Waimumu Co-operative Dairy Factory Company, Mataura.  
 Wairuna Co-operative Dairy Factory Company, Wairuna.  
 Whiterig Co-operative Dairy Factory Company, Gore.  
 Williams, J., cheese-manufacturer, East Taieri.  
 Winton Co-operative Dairy Factory Company, Winton.  
 Woodlands Co-operative Dairy Factory Company, Woodlands.  
 Woodlaw Co-operative Dairy Factory Company, Wairio.  
 Wright's Bush Co-operative Dairy Factory Company, Invercargill.  
 Wyndham Co-operative Dairy Factory Company, Wyndham.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representa-

tives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, 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 the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 1st day of September, 1916, and shall continue in force until the 1st day of September, 1918, or until six months after the declaration of peace in the present European war, whichever shall first happen.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 24th day of October, 1916.

T. W. STRINGER, Judge.

#### SCHEDULE.

##### *Definition of "Cheese-factory Manager."*

1. For the purposes of this award a "cheese-factory manager" shall mean the person appointed by a dairy company or cheese-factory proprietor and held responsible by such dairy company or cheese-factory proprietor for the manufacture of the cheese.

##### *Classification of Cheese-factories.*

2. The classification of cheese-factories shall be according to the annual output or make of cheese for the year ending 31st August, as follows: (a) First class, over 500 tons; (b) second class, 401 to 500 tons; (c) third class, 301 to 400 tons; (d) fourth class, 251 to 300 tons; (e) fifth class, 201 to 250 tons; (f) sixth class, 151 to 200 tons; (g) seventh class, 120 to 150 tons; (h) eighth class,

101 to 125 tons; (i) ninth class, 70 to 100 tons; (j) tenth class, 51 to 75 tons; (k) eleventh class, 31 to 50 tons; (l) twelfth class, 30 tons and under.

#### *Salaries.*

3. (a.) The minimum annual salary to be paid to managers shall be according to the class of his factory, as follows: First class, £350 per annum; second class, £325 per annum; third class, £275 per annum; fourth class, £250 per annum; fifth class, £225 per annum; sixth class, £200 per annum; seventh class, £180 per annum; eighth class, £170 per annum; ninth class, £160 per annum; tenth class, £150 per annum; eleventh class, £3 5s. per week; twelfth class, £3 per week. Where any cheese-factory shall at any period of any manufacturing season as defined by clause 2 cease manufacturing cheese and be converted into a skimming-station, creamery, or butter-factory, it shall, for the purposes of fixing the classification of any such cheese-factory as defined in clause 2, and for computing the salary to be paid to the manager as defined in clause 3, be recognized that every 10 lb. of milk separated or made into butter shall be equal to or represent 1 lb. of cheese. Butter made from whey shall be considered as part of the cheesemaking, and shall not come under this clause: Provided that in the event of a manager leaving during the year he shall be paid at a rate proportionate to the amount of cheese turned out for the previous year.

(b.) So long as the British Empire remains in a state of war with Germany and Austria or either of them, and for six months after the declaration of peace, there shall be paid a war bonus of 10 per cent. to all managers on the above rates.

(c.) Notwithstanding the foregoing clause the said war bonus may at any time during the currency of this award be continued either wholly or partially, or may be increased or terminated as the Court, on the application of any party to the award or of its own motion, may determine.

#### *Payment of Salaries.*

4. Managers shall be paid in full on the factory's pay-day. Final payment of salary shall be paid on or before the 31st day of July in each year.

#### *Termination of Engagement.*

5. Three months' notice in writing shall be given of the intention to terminate the engagement of a manager, but this shall not interfere with the right of an employer to dismiss a manager summarily for misconduct.

#### *Holidays.*

6. Each manager shall be allowed one month's holiday in each year at a time to be selected by the employer.

*Accommodation.*

7. Each manager shall be provided with a house of four rooms, to be approved by the New Zealand Government Health Department, but a manager may agree with his employer to waive the benefit of this clause.

*Piecework.*

8. Piecework shall not be allowed.

*Assistants.*

9. The manager shall select assistants, subject to the approval of the directors; keep the time of these men, and furnish a correct statement as required; and, when so required by the directors, shall provide assistants with meals at rates to be arranged between the parties interested.

*Certificates.*

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

*Preference.*

11. (a.) In the event of any employer hereafter engaging any worker coming within the scope of this award who shall not be a member of the union, and who within fourteen days after his engagement shall not become a member of the union and remain such member, the employer shall dismiss such worker if requested to do so by the union, provided there is then a member of the union who is equally qualified with the non-member to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate if and only so long as the rules of the union shall permit any worker coming within the scope of this award who is of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding £1, upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding £2 per annum.

(c.) The office of the union may be the employment bureau, in which a register of all members shall be kept, and employers may engage their men from the bureau.

*Matters not provided for.*

12. Any dispute in connection with any matter not provided for in this award shall be settled by a committee of six—three appointed by the South Island Dairy Association and three by the

union—and in default of any agreement being arrived at then such dispute shall be referred to the local Inspector of Awards, who may either decide the same or refer the matter to the Court. Either party dissatisfied with the decision of the Inspector of Awards may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

*Conditions applicable to the Taieri and Peninsula Milk-supply Company (Limited).*

13. (a.) The Taieri and Peninsula Milk-supply Company (Limited) shall pay the same rate as per classification while cheese-making, provided the said company does not make cheese for a longer period than six months.

(b.) In the event of the said company making cheese in any branch for a longer period than six months the company to pay the classification cheese rate (as in clauses 2 and 3) for the whole season.

(c.) Whilst separating the said company shall pay at the rate of 1s. per 100 gallons of milk separated, with a minimum rate of wages of £2 per week and allowances.

(d.) A manager not engaged in making cheese more than six months shall be allowed two weeks' holidays on full pay or the equivalent. In the event of a manager engaged at making cheese more than six months such manager shall be allowed a month's holiday on full pay or the equivalent.

*Term of Award.*

14. This award shall come into force as from the 1st day of September, 1916, and shall continue in force until the 1st day of September, 1918, or until six months after the declaration of peace in the present European war, whichever shall first happen.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 24th day of October, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendation of the Conciliation Council, which the parties agreed to accept. As intimated at the hearing the Court has fixed the term for a definite period of two years in order to comply with the provisions of the Act, but the alternative term agreed on by the parties has been also embodied. The parties agreed that the award should be made retrospective to the 1st day of September last.

T. W. STRINGER, Judge.