

(5527.) SOUTHLAND MILK-CONDENSING FACTORY EMPLOYEES AND  
THE NEW ZEALAND MILK PRODUCTS (LIMITED).—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 Milk-condensing Factory Employees' Industrial Union of Workers (hereinafter called "the union") and the New Zealand Milk Products (Limited) (hereinafter called "the employer").

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 representatives duly appointed, and having also heard the employer by its representatives duly appointed; doth hereby order and award:—

That, as between the union and the members thereof and the employer, 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 employer, 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 employer 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 hereinafter provided, and shall continue in force until the 30th day of September, 1920, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 19th day of December, 1919.

T. W. STRINGER, Judge.

#### SCHEDULE.

##### *Hours of Work.*

1. Forty-eight hours shall constitute a week's work. The hours shall be from 8 a.m. to 5 p.m. on six days of the week, with one hour allowed for dinner (except as provided for in clause 2, paragraph (c)). Shifts of eight hours may be worked when necessary. All workers engaged on any shift other than the regular 8 a.m. to 5 p.m. to be paid 1s. per shift in addition to schedule wages.

##### *Overtime and Holidays.*

2. (a.) Overtime shall be paid for at the rate of time and a quarter for all time worked over eight hours.

(b.) Double time shall be paid for work done on the statutory holidays—namely, New Year's Day, Good Friday, Easter Monday, Labour Day, birthday of the reigning Sovereign, Christmas Day, and all Sundays. No worker shall be paid for less than eight hours if called upon to work on any statutory holiday other than Sunday.

(c.) From and including the first Saturday in May until and including the last Saturday in August all workers shall be allowed a Saturday half-holiday from 12 noon, unless the milk-supply coming to hand at this time, in the opinion of the factory-manager, warrants the full working-day.

(d.) Time and a quarter shall be paid for all work done in connection with the cleaning of boilers and brine-tanks. Such workers to be provided with overalls.

*Under-rate Workers.*

3. (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 fourteen 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 Factories 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.

*Payment of Wages.*

4. Wages shall be paid at the factory twice in each month, on the 15th and the last day of the month, not later than 5 p.m.

*Preference.*

5. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member

of the union, and who shall not become a member thereof within seven days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified 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 only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

*Minimum Rate of Wages for Men.*

6. Men engaged in and about a factory shall be paid not less than 12s. per day.

*Minimum Rate of Wages for Youths.*

7. The following shall be the minimum rate of wages for youths : Between the ages of fourteen and sixteen years, £1 per week; from sixteen to seventeen years, £1 7s. per week; from seventeen to eighteen years, £1 14s. per week; from eighteen to nineteen years, £2 per week; from nineteen to twenty years, £2 7s. per week.

*Minimum Rate of Wages for Girls.*

8. The following shall be the minimum rate of wages for girls : Between the ages of fifteen and seventeen years, £1 per week; from seventeen to eighteen years, £1 4s. per week; from eighteen to nineteen years, £1 10s. per week; nineteen years and over, £1 14s. per week.

*No Reduction in Wages.*

9. No worker at present employed to have any reduction in their existing rate of wages.

*Notice of Termination of Services.*

10. One week's notice of the termination of the services of any workman shall be given by the employer to the workman or by the workman to the employer unless otherwise mutually agreed in writing, and all wages due shall be paid immediately on production of certified time worked. Nothing in this clause shall, however, preclude the right of the employer to terminate the services of any workman by payment of one week's wages in lieu of one week's notice, or to instantly dismiss any worker guilty of misconduct.

*Disputes.*

11. Any dispute in connection with any matter not provided for in this agreement shall be settled by a committee of four—two appointed by the employer and two 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 notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal. The employer shall have full control over the management of the factory.

*Foremen exempt from Award.*

12. The foremen shall be exempt from the provisions of this award.

*Bathroom and Overalls.*

13. The employer shall provide a bathroom for the use of pan-cleaners, boiler-cleaners, brine-tank cleaners, and any other employees who may need such. All can-washers shall be supplied with waterproof aprons.

*Term of Award.*

14. This award so far as relates to wages shall come into force as from the 1st day of October, 1919, and so far as all the other provisions of this award are concerned it shall come into force on the date hereof, and this award shall continue in force until the 30th day of September, 1920.

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 19th day of December, 1919.

T. W. STRINGER, Judge.

## MEMORANDUM.

This award, which is made by virtue of the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act, 1911, embodies the terms of an industrial agreement made and executed between the parties hereto.

T. W. STRINGER, Judge.