

(6280.) OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT CHEESE-
FACTORY MANAGERS.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 15th day of October, 1920, between the Southland and Otago Cheese-factory Managers' Industrial Union of Workers (hereinafter called "the union") of the one part, and the South Island Dairy Association of New Zealand (Limited), Dunedin (hereinafter called "the employers"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows, that is to say:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon

the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE.

Definition of "Cheese-factory Manager."

1. (a.) For the purpose of this agreement a "cheese-factory manager" shall mean the person appointed by a dairy company or cheese-factory proprietor and held responsible by such a dairy company or cheese- and butter-factory proprietor for the manufacture of cheese and butter.

(b.) This agreement does not apply to factories manufacturing under 15 tons.

Wages.

2. (a.) The minimum salary to be paid to managers shall be as follows: In factories where 15 and under 40 tons of cheese is manufactured during the year, £5 per week; in factories where 40 tons of cheese is manufactured during the year, £180 per annum, with an additional payment of 10s. for every ton manufactured in excess of 40 tons.

(b.) In addition to the above wages there shall be paid a bonus of £1 per week to meet the present high cost of living and anticipating any further increase during the currency of this agreement.

It is agreed that neither of the parties shall seek or allow any alteration to be made in the terms of this agreement during its currency, either in the Court of Arbitration or otherwise.

3. Where any factory shall, at any period of any manufacturing season, cease manufacturing cheese and be converted into a skimming-station, creamery, or butter-factory, it shall for the purpose of computing the salary to be paid to the manager 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 to be considered as part of the cheesemaking and not come under this clause.

4. No milk shall be taken into any factory after 9 a.m. on any particular day.

5. The manager shall receive his monthly salary on the usual pay-day of the factory.

No assistant shall be engaged in a factory till 500 gallons of milk daily are received and made into cheese without separation. One assistant shall be employed up to 750 gallons of milk made

into cheese and whey skimmed and butter made. A second assistant to be engaged when the second vat (the usual standard 800-gallon vat) is entered on, and one for each vat thereafter; and one extra assistant to be employed when 1,200 gallons of milk has been received, skimmed, and made into butter. (The above indicates that when three full vats in a factory are reached there shall be working the manager and four assistants.)

The above shall apply to all factories not employing a butter-maker, and no factory shall be called upon to employ a butter-maker which has not a freezer. The assistant engaged making butter, with such other duties as the manager assigns to be that assistant classed as "other assistant."

Accommodation.

6. 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. Fuel, milk, cheese, and butter (if manufactured at the factory) shall be provided for his household requirements.

Piecework.

7. Piecework shall not be allowed.

Termination of Engagement.

8. 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.

Holidays.

9. Each manager shall be allowed one month's holiday on full pay in each season, at a time to be selected between the employer and manager. This shall not apply to those employed on weekly wages.

Preference.

10. (a.) In the event of an employer hereafter engaging any worker coming within the scope of the agreement who shall not be a member of the union, and who within fourteen days after his engagement shall not become and remain a member of the union, the employer shall dismiss such worker if requested so to do by the union, provided there is then a member of the union who is equally qualified with a 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 agreement 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.

11. Any dispute in connection with any matter not provided for in this agreement 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.

Assistants.

12. 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 may provide assistants with meals at rates to be arranged between the parties interested.

Certificates.

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

Scope of Award.

14. This agreement shall operate throughout the Otago and Southland Industrial District.

Term of Agreement.

15. This agreement so far as relates to wages shall be deemed to have come into force as from the 1st day of September, 1920, and so far as all the other provisions of this award are concerned it shall come into force on the date hereof; and this agreement shall continue in force until the 31st day of August, 1921.

In witness whereof the parties hereto have executed these presents the day and the year first before written.

The seal of the Southland and Otago Cheese-factory Managers' Industrial Union of Workers was hereunto affixed by order of the

union, and the signatures of Alexander Harper and Thomas O'Byrne were hereunto subscribed in the presence of—W. Lockhart.

SOUTHLAND AND OTAGO CHEESE-FACTORY
MANAGERS' INDUSTRIAL UNION OF
WORKERS :

[SEAL.]

A. HARPER, President.

THOS. O'BYRNE, Secretary.

The signature of the South Island Dairy Association of New Zealand (Limited) was attached in the presence of—G. E. Pollock.

SOUTH ISLAND DAIRY ASSOCIATION OF
NEW ZEALAND (LIMITED) :

H. J. MIDDLETON, President.

G. A. LAMB, Secretary.

NOTE.—Section 25, subsection (4), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiry of the term of the industrial agreement, it shall continue in force until superseded by another industrial agreement or by an award of the Court of Arbitration, except where the registration of an industrial union of workers bound by such agreement has been cancelled.