

(8401.) OTAGO AND SOUTHLAND CHEESE- AND BUTTER-FACTORY EMPLOYEES (OTHER THAN 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-and Butter-factories Employees' (other than 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 (Limited), Riverton.
Awarua Co-operative Dairy Factory Company (Limited), Winton.
Balfour Co-operative Dairy Factory Company (Limited), Balfour.
Boggy Burn Co-operative Factory Company (Limited), Winton.
Browns Co-operative Dairy Factory Company (Limited), Browns.
Brydone Co-operative Dairy Factory Company (Limited), Brydone.
Co-operative Dairy Factory Company of Otago (Limited), Dunedin.
Drummond Co-operative Dairy Factory Company (Limited), Otautau.
Dyer, L. S., Cheese and Butter Manufacturer, Outram and Mosgiel.
Edendale Co-operative Dairy Factory Company (Limited), Edendale.
Fairfax Co-operative Dairy Factory Company (Limited), Fairfax.
Fairfield Co-operative Dairy Factory Company (Limited), Katea.
Farmers' Dairy Federation, Leet Street, Invercargill.
Fortrose Dairy Factory Company, Fortrose.
Freshford Co-operative Factory Company (Limited), Freshford.
Glenham Co-operative Dairy Factory Company (Limited), Wyndham.

- Goodwood Co-operative Dairy Factory Company (Limited), Goodwood.
 Gorge Road Co-operative Dairy Factory Company (Limited), Invercargill.
- Gray, James, Butter-manufacturer, Gore.
- Grove Bush Co-operative Dairy Factory Company (Limited), Box 249, Invercargill.
- Hedgehope Co-operative Dairy Factory Company (Limited), Hedgehope.
 Hekeia Co-operative Dairy Factory Company (Limited), Hekeia.
 Henley Co-operative Dairy Factory Company (Limited), Henley.
 Hokonui Dairy Factory Company (Limited), Hokonui.
 Invercargill Milk-supply Company (Limited), 53 Yarrow Street, Invercargill.
- Island Co-operative Dairy Factory Company (Limited), Wyndham.
 Kaitangata Co-operative Dairy Factory Company (Limited), Kaitangata.
 Kelso Co-operative Dairy Factory Company (Limited), Kelso.
 Kennington Co-operative Dairy Factory Company (Limited), Kennington.
- Lake County Co-operative Dairy Factory Company (Limited), Arrowtown.
- Lochiel Co-operative Dairy Factory Company (Limited), Winton.
- Mabel Co-operative Dairy Factory Company (Limited), care of Box 249, Invercargill.
- Mataura Co-operative Dairy Factory Company (Limited), Mataura.
 Maungatua Co-operative Dairy Factory Company (Limited), Mosgiel.
 Menzies Ferry Co-operative Dairy Factory Company (Limited), Menzies Ferry.
 Merrivale Co-operative Dairy Factory Company (Limited), Otautau.
 Merton Co-operative Dairy Factory Company (Limited), Waikouaiti.
 Milton Co-operative Dairy Factory Company (Limited), Milton.
 Mokotua Co-operative Dairy Factory Company (Limited), Mokotua.
 Momona Co-operative Dairy Factory Company (Limited), Momona.
 Morton Mains Co-operative Dairy Factory Company (Limited), Box 249, Invercargill.
- Mosgiel Co-operative Dairy Factory Company (Limited), Mosgiel.
 Northhope Dairy Factory Company (Limited), Winton.
- Omimi Co-operative Dairy Factory Company (Limited), Seacliff.
- Otago Central Co-operative Dairy Factory Company (Limited), Cromwell.
- Otahuti Dairy Factory Company (Limited), Otahuti.
- Otamita Co-operative Dairy Factory Company (Limited), Otamita.
 Otara Co-operative Dairy Factory Company (Limited), Otara.
 Otautau Co-operative Dairy Factory Company (Limited), Otautau.
 Oteramika Co-operative Dairy Factory Company (Limited), Kapuka.
 Owaka Co-operative Dairy Factory Company (Limited), Owaka.
 Oware Co-operative Dairy Factory Company (Limited), Oware.
 Pahia Co-operative Dairy Factory Company (Limited), Pahia.
 Paretai Co-operative Dairy Factory Company (Limited), Paretai.
 Pine Bush Co-operative Dairy Factory Company (Limited), Invercargill.
 Pukerau Co-operative Dairy Factory Company (Limited), Pukerau.
 Ratanui Co-operative Dairy Factory Company (Limited), Ratanui.
 Reay, Thomas, Cheese-manufacturer, Orepuki.
- Rimu Co-operative Dairy Factory Company (Limited), (W. A. Saunders, Secretary), Invercargill.
- Ryal Bush Co-operative Dairy Factory Company (Limited), Invercargill.
- Saxelby, J. K., Cheese-manufacturer, Woodlands.
- Seaward Downs Co-operative Dairy Factory Company (Limited), Edendale.
- Southland Dairy Company (Limited), Invercargill.
- Stirling Co-operative Dairy Factory Company (Limited), Stirling.

- Switzers Co-operative Dairy Factory Company (Limited), Waikaia.
 Taieri and Peninsular Milk-supply Company (Limited), Dunedin and Oamaru.
 Tarara Co-operative Dairy Factory Company (Limited), Tarara.
 The Waitaki Dairy Company (Limited), Dunedin, Invercargill, and Oamaru.
 Thornbury Co-operative Dairy Factory Company (Limited), Thornbury.
 Tisbury Co-operative Dairy Factory (Limited), Invercargill.
 Titiroa Dairy Factory Company (Limited), P.O. Box 249, Invercargill.
 Toitois Co-operative Dairy Factory Company (Limited), Edendale.
 Tokanui Valley Co-operative Dairy Factory Company (Limited), Tokanui.
 Tuatapere Co-operative Dairy Factory Company (Limited), Tuatapere.
 Tussock Creek Dairy Factory Company (Limited), Tussock Creek.
 Tuturau Co-operative Dairy Factory Company (Limited), Wyndham.
 Waianiwa Co-operative Dairy Factory Company (Limited), Box 249, Invercargill.
 Waikaka Co-operative Dairy Factory Company (Limited), Waikaka.
 Waikawa Valley Co-operative Dairy Factory Company (Limited), Waikawa.
 Waikouaiti Co-operative Dairy Factory Company (Limited), Waikouaiti.
 Whiterig Co-operative Dairy Factory Company (Limited), Gore.
 Woodend Co-operative Dairy Factory Company (Limited), Box 87, Invercargill.
 Woodlands Co-operative Dairy Factory Company (Limited), Box 56, Invercargill.
 Wrights Bush Co-operative Dairy Factory Company (Limited), Invercargill.
 Wyndham Co-operative Dairy Factory Company (Limited), 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 representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 hereby further order that this award shall take effect from the 23rd day of November, 1925, and shall continue in force until the 31st day of August, 1927, 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 affixed, and the Judge of the Court hath hereunto set his hand this 6th day of November, 1925.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

PART I—APPLICABLE TO WORKERS EMPLOYED IN CHEESE-FACTORIES.

Wages.

1. (a.) The following shall be the minimum rates of wages for all workers—

Where seven vats and over are in use during the season: First assistant, £5 3s. 6d. per week; second assistant, £4 17s. 6d. per week; third assistant, £4 10s. 6d. per week; all others £4 1s. per week.

Where four to six vats are in use during the season: First assistant, £5 0s. 6d. per week; second assistant, £4 14s. per week; all others, £4 1s. per week.

Where two to three vats are in use during the season: First assistant, £4 17s. 6d. per week; all others, £4 1s. per week.

Where one vat is in use during the season: General hands, £4 1s. per week.

(b.) During the "off season" workers who are then employed in or about cheese-factories shall receive the same rates of wages as they received immediately prior to the factory closing down.

Employment of Youths.

2. One learner or youth paid at learners' or youths' rates may be employed when four or more standard vats are in use, and two learners or youths paid at learners' or youths' rates may be employed when seven or more standard vats are in use. Youths and learners may be employed at not less than the following rates:—

	Per Week.		
	£	s.	d.
Up to eighteen years of age	1	19	0
From eighteen to nineteen years of age	2	6	6
From nineteen to twenty years of age	2	14	0
Thereafter at award rates.			

Youths employed for three years in a factory shall be entitled to the wages provided for an assistant.

Deductions from Wages.

3. No deduction shall be made from the weekly wages provided herein for any cause save for time lost through the worker's own default. A doctor's certificate for over three days' sickness shall be produced.

Whey-butter Making.

4. Where cheese-factory assistants are employed so that their duties include buttermaking, with or without whey-skimming, the rate of wages shall be that of a second assistant in that factory.

Hours of Work.

5. The hours of work in all cheese-factories shall not exceed sixty hours per week of seven days.

Overtime.

6. Except as hereinafter provided, all time worked in excess of the prescribed hours in any week shall be paid for at time-and-a-half rates. Where owing to the exigencies of the business the prescribed weekly hours are exceeded, the excess hours up to five hours per week shall not be regarded as overtime, and shall be paid for at the rate of 1s. 6d. per hour.

Definition of "Assistant."

7. For the purposes of this award an "assistant" shall mean a person, other than a manager, employed in or about a cheese-factory to do all necessary work in connection therewith.

Casual Labour.

8. Employers shall have the right to employ casual labour for not more than two weeks, for which payment shall be made at the rate of 2s. per hour.

Holidays.

9. (a.) Every worker in cheese-factories who shall have worked for not less than eight months during the same year for the same employer shall be entitled to and shall receive, in the case of workers in cheese-factories, three weeks' holiday on full pay, and a holiday of proportionate duration shall be allowed every worker who shall have worked less than eight months during the same year for the same employer, but not less than two months. For the purpose of this clause the year shall be reckoned in each case from the date of the commencement of the contract of service. Such holidays shall be taken during the period known as the "off season" and at a time to be fixed by the employer.

(b.) By mutual agreement between the employer and the worker concerned it shall be permissible for workers in cheese-factories to be given one day off per week instead of the holidays prescribed in subclause (a) hereof, the aggregate of such days not to be less than the worker would receive under the said subclause.

Notice of Termination of Service.

10. One week's notice of the termination of the service of any workman shall be given by the employer to the workman or by the workman to the employer, unless otherwise mutually arranged in writing, and all wages due shall be paid immediately on production of the certified time worked.

PART II.—APPLICABLE TO WORKERS EMPLOYED IN CREAMERIES AND BUTTER-FACTORIES.

Wages.

1. (a.) Where manager and fifteen hands or over are employed : First assistant, £5 3s. 6d. per week ; second assistant, £4 17s. 6d. per week ; third assistant, £4 10s. 6d. per week ; fourth assistant, £4 7s. per week ; all others, £4 1s. per week.

(b.) Where manager and ten to fourteen hands are employed : First assistant, £5 3s. 6d. per week ; second assistant, £4 17s. 6d. per week ; third assistant, £4 10s. 6d. per week ; all others, £4 1s. per week.

(c.) Where manager and six to nine hands are employed : First assistant, £5 3s. 6d. per week ; second assistant, £4 17s. 6d. per week ; all others, £4 1s. per week.

(d.) Where manager and three to five hands are employed : First assistant, £5 3s. 6d. per week ; all others, £4 1s. per week.

(e.) Where manager and one or two hands are employed : General hands, £4 1s. per week.

(f.) The above subclauses do not refer to females or youths.

Hours of Work.

2. The actual working-time shall be as follows : From 15th September to 15th April, fifty-six hours per week of seven days ; from 16th April to 14th September, forty-four hours per week of seven days.

Overtime.

3. Except as hereinafter provided, all time worked in excess of the prescribed hours in any week shall be paid for at time-and-a-half rates. Where owing to the exigencies of the business the prescribed weekly hours are exceeded, the excess hours up to four hours per week shall not be regarded as overtime, and shall be paid for at the rate of 1s. 6d. per hour.

Definition of " Assistant."

4. For the purpose of defining the number of hands engaged in the actual manufacture of butter the following hands are to be included :—

(a.) Hands engaged in receiving cream from cream-wagons for the manufacture of butter.

(b.) Hands engaged in pasteurizing cream for the manufacture of butter.

(c.) Hands engaged in churning cream, also packing bulk butter in 56 lb. boxes.

(d.) Females may be employed in all departments, but they shall not be taken into account in compiling the number of hands employed, except where they are engaged in the actual manufacture of butter.

Term of Engagement.

5. Every engagement shall be deemed to be a weekly one, and all workers shall be entitled to a week's notice of dismissal, and every employer shall be entitled to a week's notice of the intention to leave on the part of the employee.

Holidays.

6. (a.) Every worker in butter-factories who shall have worked not less than eight months during the same year for the same employer shall be entitled to and shall receive in the case of workers in butter-factories, two week's holiday on full pay, and a holiday of proportionate duration shall be allowed every worker who shall have worked less than eight months during the same year for the same employer, but not less than two months. For the purpose of this clause the year shall be reckoned in each case from the date of the commencement of the contract of service. Such holidays shall be taken during the period known as the "off season," and at a time to be fixed by the employer.

(b.) By mutual agreement between the employer and the worker concerned it shall be permissible for workers in butter-factories to be given one day off per week instead of the holidays prescribed in subclause (a) hereof, the aggregate of such days not to be less than the worker would receive under the said subclause.

Casual Labour.

7. "Casual labour" shall mean employment of less duration than one week, for which payment shall be made at the rate of 2s. per hour.

No Deduction from Wages.

8. (a.) Workers receiving a higher rate of pay than that herein provided shall not have their wages reduced, but this clause shall not apply to allowances of bonuses of any kind.

(b.) No deduction shall be made from the weekly wages provided herein for any cause save for time lost through the worker's own default or sickness.

Payment of Wages.

9. Wages shall be paid fortnightly, in cash where practicable, except in creameries, where monthly payment shall be made.

Female Workers.

10. Females may be employed at not less than the following wages: Under nineteen years of age, £1 8s. 6d. per week; nineteen years of age and over, £2 3s. 6d. per week. In other than packing-houses the proportion of youths or females shall be not more than one to four or fraction of four adult male workers fully employed.

Employment of Youths.

11. Youths may be employed at not less than the following wages:—

	Per Week.		
	£	s.	d.
From fifteen to sixteen years of age ..	1	4	0
From sixteen to seventeen years of age ..	1	12	0
From seventeen to eighteen years of age ..	1	19	6
From eighteen to nineteen years of age ..	2	6	6
From nineteen to twenty years of age ..	2	14	0
Thereafter at award rates.			

PART III.—GENERAL.—APPLICABLE TO CHEESE AND BUTTER FACTORIES.

Accommodation.

1. In factories where two or more workers are employed each employer shall provide accommodation, to the satisfaction of the Inspector of Awards, to enable workers to change and dry their clothes and have their meals, and facilities shall be afforded by steam-jet or other means for boiling water at meal-times. Employers shall also provide proper sanitary accommodation for their workers, and, where required, a shower-bath.

Supply of Requisites.

2. Employers shall supply at cost price waterproof aprons and overalls for assistants working in wet places.

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 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.

Preference.

4. (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 fourteen 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, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union, or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

Disputes.

5. 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, if 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.

Scope of Award.

6. This award shall operate throughout the Otago and Southland Industrial District.

Term of Award.

7. This award shall come into force on the 23rd day of November, 1925, and shall continue in force until the 31st day of August, 1927.

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 6th day of November, 1925.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The principal matters referred to the Court were wages and hours. On the matter of wages, the majority of the Court has granted an increase of 4s. per week, in accordance with the Court's recent pronouncement. The minimum rates of these workers have for some years been based on a full week's earnings of an unskilled worker receiving the casual workers' minimum rate, and the present increase of 4s. per week maintains their relative position.

The hours for cheese-factory workers have been reduced from sixty-five to sixty, and the summer-time hours for butter-factory workers have been reduced from sixty to fifty-six. The slack-season hours remain at forty-four. These hours were adopted in the last awards made in Auckland and Taranaki. Though the hours are long, there is a good deal of waiting and slack time, which is included in the weekly hours, and a liberal holiday allowance, on pay, is given as compensation for the long hours worked in the busiest part of the season. The majority of the Court is of opinion that these hours cannot at present be further reduced. It is true that a shorter working-week is in operation in the Canterbury butter-factories. These, however, are large factories, situated in or close to cities and towns, and are not subject to transport difficulties. City and town factories in Otago and Southland are, in fact, working similar hours.

Mr. Hunter records the following dissenting opinion:—

“I am of the opinion that when the exigencies of any industry necessitate a longer working-week than forty-eight hours—as in the case of cheesemaking in New Zealand—the workers should receive additional remuneration for the extra hours they are required to work, and that, as in this case the union asked for a minimum wage of

£4 4s. for a sixty-hours week—a very modest claim, in view of the fact that work on Sundays is involved, as well as long hours—I think the request should be granted. Further, that, as regards the hours of work in butter-factories, these could very well be limited to those agreed upon by the parties in the Canterbury District—viz., fifty-two hours in summer and forty-four hours in the off season, or an average working-week of forty-eight hours.”

F. V. FRAZER, Judge.
