

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

(8120.) 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 undermentioned persons, firms, and companies (hereinafter called “ the employers ”):—

Aparima Co-operative Dairy Factory Company, Riverton
Awarua Co-operative Dairy Factory Company, Winton
Balfour Co-operative Dairy Factory Company, Balfour
Boggy Burn Co-operative Factory Company, Winton
Brown's Co-operative Dairy Factory Company, Brown's
Brydone Co-operative Dairy Factory Company, Brydone
Drummond Co-operative Dairy Factory Company, Otautau
Edendale Co-operative Dairy Factory Company, Edendale
Fairfax Co-operative Dairy Factory Company, Fairfax
Fairfield Co-operative Dairy Factory Company, Katea
Fortrose Dairy Factory Company, Fortrose
Freshford Co-operative Factory Company, Freshford
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, Gore
- Grove Bush Co-operative Dairy Factory Company, Wyndham
- Hedgehope Co-operative Dairy Factory Company, Hedgehope
- Hekeia Co-operative Dairy Factory Company, Hekeia
- Henley Co-operative Dairy Factory Company, Henley
- Hokonui Dairy Factory Company (Limited), Hokonui
- Island Co-operative Dairy Factory Company, Wyndham
- Kaitangata Co-operative Dairy Factory Company, Kaitangata
- Kelso Co-operative Dairy Factory Company, Kelso
- Kennington Co-operative Dairy Factory Company, Kennington
- Lake County Co-operative Dairy Factory Company, Arrowtown
- 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
- Maungatua Co-operative Dairy Factory Company, Mosgiel
- 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, Momona
- Morton Mains Co-operative Dairy Factory Company, Invercargill
- Mosgiel Co-operative Dairy Factory Company, Mosgiel
- Northope Dairy Factory Company (Limited), Winton
- Omimi Co-operative Dairy Factory Company, Seacliff
- Otahuti Dairy Factory Company (Limited), Otahuti
- Otamita Co-operative Dairy Factory Company, Otamita
- Otara Co-operative Dairy Factory Company, Otara
- Otautau Co-operative Dairy Factory Company, Otautau
- Oteramika Co-operative Dairy Factory Company, Kapuka
- Owaka Co-operative Dairy Factory Company (Limited), Owaka
- 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
- Ratanui Co-operative Dairy Factory Company, Ratanui
- Ray, Thomas, Cheese-manufacturer, Orepuki
- 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
- Stirling Co-operative Dairy Factory Company, Stirling
- Switzers Co-operative Dairy Factory Company, Waikaia
- Tarara Co-operative Dairy Factory Company, Tarara
- Thornbury Co-operative Dairy Factory Company, Thornbury
- Tisbury Co-operative Dairy Factory Company, Invercargill
- Titiroa Dairy Factory Company (Limited), Titiroa
- Toitois Co-operative Dairy Factory Company, Edendale
- Tokanui Valley Co-operative Dairy Factory Company, Tokanui
- Tuatapere Co-operative Dairy Factory Company, Orepuki
- Tussock Creek Dairy Factory Company (Limited), Tussock Creek
- Tuturau Co-operative Dairy Factory Company, Mataura
- Waianiwa Co-operative Dairy Factory Company, Waianiwa
- Waikaka Co-operative Dairy Factory Company, Waikaka
- Waikawa Valley Co-operative Dairy Factory Company, Waikawa
- Waikouaiti Co-operative Dairy Factory Company, Waikouaiti
- Wairuna Co-operative Dairy Factory Company, Wairuna
- Whiterig Co-operative Dairy Factory Company, Gore
- Winton Co-operative Dairy Factory Company, Winton
- Woodend Co-operative Dairy Factory Company, Box 87, Invercargill
- Woodlands Co-operative Dairy Factory Company, Woodlands
- Wright's Bush Co-operative Dairy Factory Company, Invercargill
- Wyndham Co-operative Dairy Factory Company, Wyndham and
- The Southland and Otago Cheese-factory Managers' Industrial Union of Workers (hereinafter called "the union").

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 further order that this award shall take effect as hereinafter provided, and shall continue in force until the 1st day of September, 1926, 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 25th day of February, 1925.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Definition of "Cheese-factory Manager."

1. (a.) 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 a dairy company or cheese-and butter-factory proprietor for the manufacture of cheese and butter. He shall be considered to be in the employ of the factory for the whole of the twelve months, whether the factory is manufacturing cheese, butter, or otherwise. During the off-season he shall be required to get the factory into thorough working-order for the commencement of the following manufacturing season.

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

Wages.

2. The minimum salary to be paid to managers shall be as follows: In factories where under 40 tons of cheese is manufactured during the year, £5 10s. per week; in factories where 40 tons of cheese is manufactured during the year, £212 per annum, with an additional payment of 10s. for every ton manufactured in excess of 40 tons.

Accommodation.

3. The 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.

The residence shall include washhouse, built-in boiler, and tubs.

Receiving Milk.

4. The hours for receiving milk in a one-vat factory on any particular day shall be from 7.30 a.m. to 9 a.m. ; in all other factories, from 7 a.m. to 9 a.m.

Change from Cheese to Butter Making.

5. 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 shall be considered as part of the cheesemaking and not come under this clause.

Payment of Salaries.

6. The manager shall receive his monthly salary on the usual pay-day of the factory, and the final adjustment before the close of the employer's financial year.

Assistance.

7. (a.) No assistant shall be engaged in a factory with agitators installed until 500 gallons of milk daily are received and made into cheese without separation. One assistant shall be employed up to 750 gallons of milk received, made into cheese, and whey-skimmed. A second assistant shall be engaged when the second vat (the usual standard 800-gallon vat) is entered on, and one worker for each vat thereafter.

The following scale shall be worked to :—

- (1.) Non-pasteurizing cheese-factory (whey-skimming only)—
 - Up to 500 gallons—manager ;
 - 501 to 750 gallons—manager and one assistant ;
 - 751 to 1,500 gallons—manager and two assistants ;
 - and one worker for each standard vat thereafter.
- (2.) Non - pasteurizing cheese - factory (whey - skimming and butter-making—
 - Up to 750 gallons—manager and one assistant ;
 - 751 to 1,200 gallons—manager and two assistants ;
 - 1,201 to 1,500 gallons—manager and three assistants ;
 - 1,501 to 2,250 gallons—manager and four assistants ;
 - and one worker for each standard vat thereafter.
- (3.) Pasteurizing cheese-factory (skimming only)—
 - Up to 750 gallons—manager and one assistant ;
 - 751 to 1,250 gallons—manager and two assistants ;
 - 1,251 to 1,750 gallons—manager and three assistants ;
 - 1,751 to 2,250 gallons—manager and four assistants ;
 - and one worker for each standard vat thereafter.

- (4.) Pasteurizing cheese - factory (skimming and/or buttermaking)--
 Up to 750 gallons—manager and two assistants ;
 751 to 1,500 gallons—manager and three assistants ;
 1,501 to 2,250 gallons—manager and four assistants ;
 and one worker for each standard vat thereafter.

None of the above workers in (1), (2), (3), and (4) shall be learners or youths receiving less than the appropriate wages provided in the current Cheese and Butter Factories Employees' (other than Managers) award for classified assistants : Provided that 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. Assistants shall be engaged and dispensed with in accordance with the practice at present prevailing—that is, the first assistant shall be the first to be engaged and the last to be dispensed with ; the second assistant shall be the second to be engaged and the second-last to be dispensed with ; and similarly with the remaining assistants.

Where no agitators are installed, the manager shall work up to 400 gallons, with one worker for each 400 gallons thereafter. If a freezer is installed in any of the above factories the buttermaker shall be a qualified assistant.

(b.) Notwithstanding the foregoing provisions in this clause, the following shall apply in factories when 1,000-gallon vats are in use : Vats shall be fitted with improved agitators and mixers, one man being allowed to each vat, and in those factories where whey-skimmed an extra assistant shall not be employed until 1,600 gallons are reached.

(c.) In factories containing 800-gallon standard vats with improved mixers and agitators installed the manager shall work without an assistant up to 750 gallons without separating and pasteurizing.

Whey in Milk-cans.

8. No supplier shall be permitted to use his milk-cans to carry whey in.

Piecework.

9. Piecework shall not be allowed.

Termination of Engagement.

10. 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.

Where a manager is dismissed without reasonable cause for such action, and he considers he has suffered an injustice, he shall have the right, through his union, to appeal to a committee of three members of the Awards Committee of the South Island Dairy Association, and three members of the Managers' Union, and the Inspector of Awards as Chairman, who may take evidence, and if the appeal

is upheld the company dismissing the manager shall pay three months' salary. Each side shall pay its proportion of expenses.

Holidays.

11. (a.) Managers on annual salaries shall be allowed one month's holiday on full pay in each season, at a time to be selected between the employer and the manager.

(b.) Managers in factories where the output is less than 40 tons per annum—two weeks' holiday on full pay.

Assistants.

12. The manager shall have full power to engage or discharge his own assistants as required, keep the time of assistants, and furnish a correct statement of such time to the directors or the secretary of the company. When so required by the directors he may provide assistants with meals at rates to be arranged between the parties interested.

Preference.

13. (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 or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding £2 per annum; provided, however, that the contributions for the first month shall not exceed 1s. per week.

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

Matters not provided for.

14. 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.

Certificates.

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

Scope of Award.

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

Term of Award.

17. This award in so far as it relates to wages shall be deemed to have come into force on the 1st day of September, 1924, and so far as all the other conditions 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 1st day of September, 1926.

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 25th day of February, 1925.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter in dispute related to assistance. The employers desired to have the clause in the former award deleted, but after considering the evidence the Court decided to reinstate the clause, modified, however, to permit the employment of youths and learners under certain conditions. The preference clause has been brought into conformity with the provisions of the Industrial Conciliation and Arbitration Amendment Act, 1922.

[L.S.]

F. V. FRAZER, Judge.

(8429.) OTAGO AND SOUTHLAND CHEESE-FACTORY MANAGERS.—
INTERPRETATION.

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 application by the Inspector of Awards at Invercargill, for interpretation of the Otago and Southland Cheese-factory Managers' award, dated the 25th day of February, 1925, and recorded in Book of Awards, Vol. XXVA, p. 170.

WHEREAS by the Otago and Southland Cheese-factory Managers' award, dated the 25th day of February, 1925, and recorded in Book of Awards, Vol. XXVA, p. 170, it was directed, *inter alia*, in clause 10, that " 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." " Where a manager is dismissed without reasonable cause for such action and he considers he has suffered an injustice he shall have the right through his union to appeal," &c. And whereas a question has arisen as to the interpretation of the said award, to the following purport : If a cheese-factory manager receives from his employer one month's notice in writing of the intention to terminate the engagement and he considers he has suffered an injustice, although no direct charge

may have been laid against him, has he the right of appeal, or is the right of appeal restricted to cases of summary dismissal for misconduct, insubordination, or incompetency? And whereas the Inspector of Awards has made application to the Court for interpretation of the said award.

OPINION OF THE COURT, DELIVERED BY FRAZER, J.

The union claims that in all cases of dismissal the manager has a right of appeal. The employers claim that the right of appeal is limited to cases of dismissal on the ground of misconduct, insubordination, or incompetency. It may well be that the intention of the parties, when they framed the clause, was to restrict the right of appeal to cases of the latter class, but the Court is bound to interpret the clause as worded by the parties. We do not think that the right of appeal is quite as wide as the union claims it to be, but we think that it is wider than the employers admit. The first part of the clause makes any engagement of a manager terminable at a month's notice, which means that no special ground need exist. The omission of the word "summarily" before the word "dismissed" in the paragraph relating to appeals indicates, however, that summary dismissals for misconduct, insubordination, or incompetency are not the only dismissals that may be appealed against. The only reasonable construction that we can place on the clause, which was drafted by the parties themselves, is that when a manager has been dismissed, otherwise than summarily, and makes an allegation of unreasonableness or unfairness on the part of his employers, he has the same right of appeal against his dismissal as he would have against a dismissal for any of the specified causes. The Appellate Committee will decide whether or not his employers have acted unreasonably or unfairly and have thereby done him an injustice, and will deal with the appeal accordingly. In such a case the onus of proof is on the manager appealing.

Dated the 12th day of November, 1925.

[L.S.]

F. V. FRAZER, Judge.