

**(10358.) OTAGO AND SOUTHLAND CHEESE AND BUTTER FACTORY
EMPLOYEES (OTHER THAN MANAGERS).—INDUSTRIAL AGREE-
MENT.**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and of section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, this 30th day of September, 1932, embodies the terms of the settlement arrived at by the Assessors appointed for the hearing of the industrial dispute between the Southland and Otago Cheese and Butter Factories Employees' (other than Managers) Industrial Union of Workers (hereinafter called the "union") of the one part, and the undermentioned persons, firms, and companies (hereinafter called

the "employers") of the other part, whereby it is mutually agreed by and between the said Assessors as set out in the schedule hereto :—

Aparima Co-operative Dairy Factory Co., Ltd., Riverton.
 Awarua Co-operative Dairy Factory Co., Ltd., Winton.
 Balfour Co-operative Dairy Factory Co., Ltd., Balfour.
 Birchwood Co-operative Dairy Factory Co., Ltd., Birchwood.
 Boggy Burn Co-operative Dairy Factory Co., Ltd., Winton.
 Brown's Co-operative Dairy Factory Co., Ltd., Brown's.
 Brydone Co-operative Dairy Factory Co., Ltd., Brydone.
 Co-operative Dairy Factory Co. of Otago, Ltd., Dunedin.
 Drummond Co-operative Dairy Factory Co., Ltd., Otautau.
 Dyer, L. S., Cheese and Butter Manufacturer, Outram and Mosgiel.
 Edendale Co-operative Dairy Factory Co., Ltd., Edendale.
 Fairfax Co-operative Dairy Factory Co., Ltd., Fairfax.
 Fairfield Co-operative Dairy Factory Co., Ltd., Katea.
 Farmers' Dairy Federation, Leet Street, Invercargill.
 Fortrose Co-operative Dairy Factory Co., Fortrose.
 Freshford Co-operative Dairy Co., Ltd., Freshford.
 Glenham Co-operative Dairy Factory Co., Ltd., Wyndham.
 Goodwood Co-operative Dairy Factory Co., Ltd., Goodwood.
 Gorge Road Co-operative Dairy Factory Co., Ltd., Invercargill.
 Grove Bush Co-operative Dairy Factory Co., Ltd., Invercargill.
 Hedgehope Co-operative Dairy Factory Co., Ltd., Hedgehope.
 Hekeia Co-operative Dairy Factory Co., Ltd., Hekeia.
 Henley Co-operative Dairy Factory Co., Ltd., Henley.
 Hokonui Dairy Factory Co., Ltd., Hokonui.
 Invercargill Milk-supply Co., Ltd., 53 Yarrow Street, Invercargill.
 Island Co-operative Dairy Factory Co., Ltd., Wyndham.
 Kaitangata Co-operative Dairy Factory Co., Ltd., Kaitangata.
 Kelso Co-operative Dairy Factory Co., Ltd., Kelso.
 Kennington Co-operative Dairy Factory Co., Ltd., Kennington.
 Lake County Co-operative Dairy Factory Co., Ltd., Arrowtown.
 Lochiel Co-operative Dairy Factory Co., Ltd., Winton.
 Lorneville Co-operative Dairy Factory Co., Ltd., Invercargill.
 Mabel Co-operative Dairy Factory Co., Ltd., Mabel Bush.
 Mataura Co-operative Dairy Factory Co., Ltd., Mataura.
 Maungatua Co-operative Dairy Factory Co., Ltd., Mosgiel.
 Menzies Ferry Co-operative Dairy Factory Co., Ltd., Menzies Ferry.
 Merrivale Co-operative Dairy Factory Co., Ltd., Otautau.
 Merton Co-operative Dairy Factory Co., Ltd., Waikouaiti.
 Milton Co-operative Dairy Factory Co., Ltd., Milton.
 Mokotua Co-operative Dairy Factory Co., Ltd., Mokotua.
 Momona Co-operative Dairy Factory Co., Ltd., Momona.
 Morton Mains Co-operative Dairy Factory Co., Ltd., Morton Mains.
 Mosgiel Co-operative Dairy Factory Co., Ltd., Mosgiel.
 Northope Dairy Factory Co., Ltd., Winton.
 Omimi Co-operative Dairy Factory Co., Ltd., Seacliff.
 Otahuti Dairy Factory Co., Ltd., Otahuti.
 Otamita Co-operative Dairy Factory Co., Ltd., Otamita.
 Otara Co-operative Dairy Factory Co., Ltd., Otara.
 Otautau Co-operative Dairy Factory Co., Ltd., Otautau.
 Oteramika Co-operative Dairy Factory Co., Ltd., Kapuka.
 Owaka Co-operative Dairy Factory Co., Ltd., Owaka.
 Oware Co-operative Dairy Factory Co., Ltd., Oware.
 Pahia Co-operative Dairy Factory Co., Ltd., Pahia.

Paretai Co-operative Dairy Factory Co., Ltd., Paretai.
 Pine Bush Co-operative Dairy Factory Co., Ltd., Invercargill.
 Pukerau Co-operative Dairy Factory Co., Ltd., Pukerau.
 Rae, Thomas, Cheese-manufacturer, Orepuki.
 Ratanui Co-operative Dairy Factory Co., Ltd., Ratanui.
 Rimu Co-operative Dairy Factory Co., Ltd., Invercargill.
 Ryal Bush Co-operative Dairy Factory Co., Ltd., Invercargill.
 Saxelby, J. K., Cheese-manufacturer, Woodlands.
 Seward Downs Co-operative Dairy Factory Co., Ltd., Edendale.
 Stirling Co-operative Dairy Factory Co., Ltd., Stirling.
 Switzers Co-operative Dairy Factory Co., Ltd., Waikaia.
 Taieri and Peninsula Milk-supply Co., Ltd., Dunedin and Oamaru.
 Tapanui Co-operative Dairy Factory Co., Ltd., Tapanui.
 Thornbury Co-operative Dairy Factory Co., Ltd., Thornbury.
 Tisbury Co-operative Dairy Factory Co., Ltd., Invercargill.
 Titiroa Dairy Factory Co., Ltd., Invercargill.
 Toitois Co-operative Dairy Factory Co., Ltd., Edendale.
 Tokonui Valley Co-operative Dairy Factory Co., Ltd., Tokonui.
 Tuatapere Co-operative Dairy Factory Co., Ltd., Tuatapere.
 Tussock Creek Dairy Factory Co., Ltd., Tussock Creek.
 Tuturau Co-operative Dairy Factory Co., Ltd., Wyndham.
 Waianiwa Co-operative Dairy Factory Co., Ltd., Invercargill.
 Waikaka Co-operative Dairy Factory Co., Ltd., Waikaka.
 Waikawa Valley Co-operative Dairy Factory Co., Ltd., Waikawa.
 Waikouaiti Co-operative Dairy Factory Co., Ltd., Waikouaiti.
 Waitaki Dairy Co., Ltd., Dunedin, Invercargill, and Oamaru.
 Whiterig Co-operative Dairy Factory Co., Ltd., Gore.
 Woodend Co-operative Dairy Factory Co., Ltd., Invercargill.
 Woodlands Co-operative Dairy Factory Co., Ltd., Invercargill.
 Wright's Bush Co-operative Dairy Factory Co., Ltd., Invercargill.
 Wyndham Co-operative Dairy Factory Co., Ltd., Wyndham.

SCHEDULE A.

Hours of Work.

1. (a) *Butter-factories.*—From the 1st September to the 30th April fifty-six hours per week of seven days; from the 1st May to the 31st August, forty-four hours per week of seven days.

(b) (i) *Cheese-factories.*—The time to be worked in cheese-factories each day shall be the time required to complete the manufacture of cheese having due regard to all the technicalities of the process.

(ii) It shall not be incumbent upon any worker to remain in any factory for a longer period in any day than that necessarily required to perform and complete his ordinary day's work or duties to the satisfaction of the manager or person in charge of the factory.

(iii) During any waiting or standing-by time necessitated by delays arising from slow starting or non-acid milk, the workers shall not be required to perform any work outside of their ordinary daily duties.

(c) In the event of the proprietors of any factory desiring a variation of the dates specified in subclause (a) hereof, they shall notify the union of the alteration, and may vary the dates accordingly: Provided that the periods of long and short weeks shall not be exceeded thereby.

(d) *Packing-houses*.—The hours of work in packing-rooms for cheese, whether at the factory or elsewhere, shall be the hours observed by the factory. In packing-houses for butter where manufacturing is not done, the hours shall be forty-four per week of six days.

(e) Employers shall be at liberty to make special arrangements as to the number of hours to be worked with drivers of horse and motor vehicles who are engaged in the delivery of dairy-produce.

Wages.

2. The minimum rates of wages shall be as follows :—

(a) *Butter-factories*.—Wages as hereinafter set out in clause 2 (b) (iiiA)—

(i) Where manager and ten hands or more than ten hands are employed—

First assistant
Second assistant
Third assistant
All others

(ii) Where manager and six to nine hands are employed—

First assistant
Second assistant
All others

(iii) Where manager and three to five hands are employed—

First assistant
All others

(iv) Where manager and one or two hands are employed—

General hands

(b) *Cheese-factories* :—

(i) When nine vats or over are in use—

First assistant
Second assistant
Third assistant
General hands

(ii) When four to eight vats are in use—

First assistant
Second assistant
General hands

(iii) When three vats are in use—

First assistant
General hands

(iiiA) The wages shall be the wages as set out in the old award less the 10 per cent. reduction and a further reduction of 5 per cent. upon the terms set out in the Civil Service cut—that is, a reduction of 5 per cent. upon wages less than £225, and 10 per cent. upon wages of £225 or over.

(iv) When one or two vats are in use a youth or other assistance may be employed at the discretion of the manager.

(v) The classification of a factory during any season shall be determined by the maximum number of standard vats in continuous use for a period of not less than forty-five days in that season.

(vi) In cheese-factories where three or more vats are in use there shall be employed one man to each standard vat of 1,000 gallons. Provided that where seven or more vats are in use an extra man shall be employed for three months during the flush of the season.

(vii) Where in a cheese-factory a sufficient quantity of butter is made to require the substantial employment (more than half time) of an assistant, such assistant shall be paid £ per week.

(c) *Packing-houses.*—(i) Where two to six workers are employed :
Leading hand, £ per week ; all other adult male workers
£ per week.

(ii) Where only one adult male worker is employed £ per week.

(iii) In packing-houses youths may be employed in the proportion of one youth to each adult male worker employed. Any number of females may be employed for the sole purpose of packing butter or process cheese.

(d) *Engine-drivers.*—(i) Where the work that the engine-driver is employed to do requires that he shall hold a first-class certificate as a stationary-engine driver, and he is the holder of such certificate, £ per week ; such driver shall effect his own repairs.

(ii) Where the work that the engine-driver is employed to do requires that he shall hold a second-class certificate as a stationary-engine driver, and he is the holder of such certificate, £ per week ; such driver shall effect his own repairs.

(e) *Firemen,* £ per week.

(f) *Motor and Horse Drivers.*—The minimum wages for motor and horse drivers shall be the weekly rates prescribed by the current Drivers' award.

The hours of work for motor and horse drivers employed by a butter or cheese factory shall be the hours prescribed for factory hands, so long as their work is restricted to deliveries to and from the factories, or to a store run in conjunction with the factory at which they are employed and from such store to the company's suppliers.

(g) *Employment of Youths.*—Youths under twenty years of age may be employed at not less than the following rates of wages without any deduction:—

	Per Week.		
	£	s.	d.
Starting without experience, first twelve months	1	0	0
Second twelve months	1	10	0
Third twelve months	2	0	0
Thereafter adult workers' rates.			

(h) *Employment of Females.*—Females may be employed at not less than the following wages: Under nineteen years of age, £ per week; nineteen years of age and over, £ per week. Wages subject to clause 2 (b) (iiiA).

(i) *Engineers, metal-workers' assistants, and tinsmiths* shall work the weekly hours and receive the wages and overtime rates prescribed by the respective awards covering such workers for the time being in force in the part of the district in which they are employed.

(j) Any worker who is employed for seven days or more as a substitute for another worker receiving a higher rate of pay shall be paid such higher rate while he is so employed: Provided that when a worker is employed as a relieving manager the wages in his case shall be arranged between the worker concerned and the company employing him. This subclause shall not apply in the case of any worker relieving another on account of annual holiday leave.

No Deductions from Wages.

3. No deductions shall be made from the weekly wages provided herein for any cause save for time lost through the workers' own default, sickness, or accident to the worker.

Time and Wages Book.

4. Every employer bound by this award shall keep a time and wages book in which shall be correctly recorded (a) the name of every worker employed, (b) the kind of work in which he or she is employed, (c) the daily hours of his or her employment, (d) the wages paid each week.

Each book shall be signed by each worker not later than twelve o'clock on the following working-day.

Meal-times.

5. No worker shall be required to work more than five hours continuously without a meal, the time allowed for same to be not less than half an hour.

Casual Labour.

6. Casual labour shall be deemed to mean employment of less duration than a week, for which payment shall be made at the rate of 1s. 6d. per hour. This clause shall apply only to workers taking the place of those receiving the minimum wage.

Payment of Wages.

7. (a) All wages shall be paid in full and in cash not later than four days after completion of each fortnight: Provided that in cases where circumstances render it impracticable to pay wages within four days after the conclusion of each fortnight, wages may be paid within seven days after provided the approval of the Inspector of Awards is first obtained.

(b) In order to prevent workers leaving without giving notice employers may retain four days' wages in hand for each employee.

Overtime.

8. (a) All work done in excess of the hours prescribed in clause 1 (a) hereof shall be paid for at the rate of time and a quarter for the first four hours and time and a half thereafter.

(b) Where, owing to the breakdown of machinery or any similar emergency happening in connection with the work of any factory, the weekly hours may be exceeded up to four hours per week, and such excess hours shall not be regarded as overtime, but shall be paid for at the rate of 1s. per hour.

Holidays.

9. Every worker, other than casual workers employed in a butter or cheese factory, who shall have worked for not less than eight months during the same season and for the same employer shall be entitled to, and shall receive, in the case of workers employed in butter-factories, two weeks' holiday on full pay and in the case of workers employed 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 season and for the same employer but not less than two months. Such holiday shall be taken during the period known as the "off season" and at a time to be fixed by the employer: Provided that if an employer elects to give a full holiday to any worker before the eight months' service has been completed only the proportion of the holiday period which has actually been qualified for shall be paid for at the time the holiday is given, the balance of payment to be made when the qualifying service has been completed. For

the purposes of the above clause the season shall be deemed to commence on the 1st September in the case of butter-factories and the 1st September in the case of cheese-factories, and the period of eight months' service may be broken or continuous so long as the total time is worked within the twelve months of the aforesaid dates of commencement of the season.

Piecework.

10. The making of boxes or crates and/or the packing of butter or cheese may be done under piecework rates to be agreed upon between the manager of a factory and the employee: Provided that rates once agreed upon shall not be altered during the currency of the award.

Accommodation.

11. (a) 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.

(b) Where steam is available in any factory a suitable bath or shower shall be provided for the use of the workers employed in that factory if the workers so desire the same.

Termination of Employment.

12. One week's notice given on either side shall be sufficient to terminate the engagement, but this shall not prevent immediate termination by either side for good cause. In either case all wages due shall be paid forthwith.

Accidents.

13. In factories where two or more workers are employed a modern first-aid emergency case, fully equipped, shall be kept in a convenient and accessible place.

Under-rate Workers.

14. Court's usual clause.

Preference.

15. Court's usual clause.

Exemptions.

16. Managers in control of butter and cheese factories who are responsible for the employment and dismissal of hands are exempted from the provisions of this award.

Supply of Goods.

17. (a) All workers covered by this award shall, if they so desire, be supplied with such of the following goods as may be handled at the premises at which such worker is employed—viz., butter, cheese, milk, cream, and fuel—and such worker shall pay for the same at wholesale rates: Provided that such goods shall only be used by the workers for their own personal use or for those dependent upon them.

(b) All men employed in factories in the capacity of can-washers and other workers employed in wet positions shall be supplied by the company with suitable aprons free, which shall remain the property of the company, and where it is compulsory and a condition of employment that workers shall wear white overalls the same shall be supplied by the employer.

Matters not provided for.

18. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and, in default of any agreement being arrived at, then such dispute shall be referred to the local Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party dissatisfied with the decision of the Conciliation Commissioner 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 Agreement.

19. This agreement shall be limited to employers carrying on business in the Otago and Southland Industrial District.

Term of Agreement.

20. One year from 1st September, 1932.

In witness whereof the said Assessors have executed these presents pursuant to the said section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, the day and year first before written.

Signed by the Assessors appointed on behalf of the union—

THOS. O. BYRNE.
G. F. PRATTLEY.
T. H. ELLIS.
N. D. MCKENZIE.

Signed by the Assessors appointed on behalf of the employers—

G. R. HERRON.
W. E. MCLEAN.
F. J. LEHANEY.

Witness—S. Ritchie, Conciliation Commissioner.