

(10561.) 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, 1925; and in the matter of an industrial dispute between the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

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
 Browns Co-operative Dairy Factory Co., Ltd., Browns
 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
 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 Dairy 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 Co., Ltd., Kennington
 Lake County Co-operative 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
 Orepuki Co-operative Dairy Factory Co., Ltd., Invercargill
 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
 Pukeran Co-operative Dairy Factory Co., Ltd., Pukerau
 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
 Seaward Downs Co-operative Dairy Factory Co., Ltd., Edendale
 Stirling Co-operative Dairy Factory Co., Ltd., Stirling
 Switzers Co-operative Dairy Factory Co., Ltd., Waikaka
 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
 Tokanui Valley Co-operative Dairy Factory Co., Ltd., Tokanui
 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
 Silverstream Dairy Company, Ltd., Cheese and Butter Manufacturers,
 Outram and Mosgiel

and

the Southland and Otago Cheese and Butter Factories Employees'
 (other than 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, 1934, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 4th day of December, 1933.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

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) *Cheese-factories.*—(i) 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. (a) *Butter-factories* :—

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

	Per Week.		
	£	s.	d.
First assistant	4	8	6
Second assistant	4	3	6
Third assistant	3	17	6
All others	3	9	6

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

First assistant	4	8	6
Second assistant	4	3	6
All others	3	9	6

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

First assistant	4	8	6
All others	3	9	6

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

General hands	3	9	6
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(b) *Cheese-factories* :—

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

First assistant	4	8	6
Second assistant	4	3	6
Third assistant	3	17	6
General hands	3	9	6

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

First assistant	4	8	6
Second assistant	4	3	6
General hands	3	9	6

(iii) When three vats are in use—

First assistant	4	3	6
General hands	3	9	6

(iv) When one vat or two vats are in use a youth or other assistant may be employed at the discretion of the manager: Provided that if a two-vat cheese-factory has had the second vat in use for a period exceeding sixty days in the season, the senior assistant shall be paid at the rate of £4 3s. 6d. per week for the number of days exceeding sixty that the two vats are in use—for example, if the second vat is in use for eighty-eight days, the assistant shall be paid the rate of wages specified for twenty-eight days only: Provided further that

if more than 95 tons of cheese is manufactured in a two-vat factory the senior assistant shall be paid £4 3s. 6d. per week during the whole period the second vat is in use.

(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, subject to the preceding subsection, one man to each vat: 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 the wage provided for a first assistant.

(c) *Packing-houses.*—(i) Where two to six workers are employed: Leading hand, £3 12s. 6d. per week; all other adult male workers, £3 9s. 6d. per week.

(ii) Where only one adult male worker is employed, £3 12s. 6d. 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, £4 8s. 6d. 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, £4 4s. per week; such driver shall effect his own repairs.

(e) Fireman, £3 9s. 6d. per week.

(f) *Motor and Horse Drivers.*—The minimum wage 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:—

	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, £1 2s. 6d. per week; nineteen years of age and over, £1 13s. per week.

(i) *Engineers, Metal-workers' Assistants, and Tinsmiths.*—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.

Deductions from Wages.

3. No deductions from the weekly wages provided herein shall be made for any cause, save for time lost through the worker's 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, and (d) the wages paid each week.

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 half thereafter.

(b) Where owing to the breakdown of the 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 this clause the season shall be deemed to commence on the 1st September in the case of butter-factories, and 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 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 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.

Under-rate Workers.

13. (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.

14. (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 this 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 1s. 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.

Accidents.

15. 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.

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, if 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 fourteen days after such decision shall have been communicated to the party desiring to appeal.

Scope of Award.

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

Term of Award.

20. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of September, 1933, 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, 1934.

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 4th day of December, 1933.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court was the clause relating to the settlement of disputes. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER.