

(10562.) 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, 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
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
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
 Island Co-operative Dairy Factory Co.
 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 Co-operative Dairy Factory Co., Ltd., Winton
 Omimi Co-operative Dairy Factory Co., Ltd., Seacliff
 Orepuki Co-operative Dairy Factory Co., Ltd., Orepuki
 Otahuti Co-operative Dairy Factory Co., Ltd., Otahuti
 Otamita Co-operative Dairy 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
 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
 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
 Seaward Downs Co-operative Dairy Factory Co., Ltd., Edendale
 Silverstream Dairy Co., Mosgiel
 Stirling Co-operative Dairy Factory Co., Ltd., Stirling
 Switzers Co-operative Dairy Factory Co., Ltd., Waikaia
 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 Co-operative 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 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

Whiterig Co-operative Dairy Factory Co., Ltd., Gore
 Woodend Co-operative Dairy Factory Co., Ltd., Invercargill
 Woodlands Co-operative Dairy Factory Co., Ltd., Invercargill
 Wrights Bush Co-operative Dairy Factory Co., Ltd., Invercargill
 Wyndham Co-operative Dairy Factory Co., Ltd., 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 31st day of August, 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 6th day of December, 1933.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Definition.

1. (a) For the purpose of this award a "manager" shall mean the person appointed by a dairy company or cheese-factory proprietor

and held responsible by such a dairy company or cheese-factory proprietor for the manufacture of cheese and whey butter. Managers on a yearly salary shall be considered to be in the continuous employ of the factory, subject to clause 9, whether the factory is manufacturing cheese or otherwise. During the off season he shall be required to get the plant in thorough working-order for the commencement of the following manufacturing season, and he shall also be required to assist in getting the factory in good working-order for the commencement of the following manufacturing season.

(b) This award does not apply to factories manufacturing under 25 tons of cheese in any season.

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, £225 per annum, with an additional payment of 10s. for every ton manufactured in excess of 40 tons.

The above salaries shall be subject to a reduction of 10 per centum per annum as authorized by the general order of the Court, dated the 29th day of May, 1931.

The above salaries shall be subject to a further reduction of : (a) 6 per centum per annum in the case of a manager of a factory manufacturing up to 70 tons of cheese in any season ; and (b) 8 per centum per annum in the case of a manager of a factory manufacturing over 70 tons of cheese in any season :

Provided that the salary of a manager of a factory manufacturing over 70 tons of cheese in any season shall not be reduced thereby below the salary of a manager of a factory manufacturing under 70 tons of cheese in any season.

Accommodation.

3. The manager shall be provided with a house of not less than four rooms, within a reasonable distance of the factory, to be approved by the New Zealand Government Health Department ; but a manager on a weekly wage may agree with his employer to waive the benefit of this clause. Fuel, milk, and cheese (also butter, if retailed to suppliers) shall be provided for his own household requirements. The residence shall include washhouse, built-in boiler, and tubs. Any factory which during the 1931-32 season manufactured 200 tons or over of cheese, or subsequently manufactures the said quantity in any season, shall install a hot-water service in the manager's house.

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 the 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 within fourteen days after the close of the employer's financial year.

Assistants.

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

Whey in Milk-cans.

8. No supplier shall be permitted to use his milk-cans for the purpose of carrying whey.

Termination of Engagement.

9. In the case of workers on a yearly salary one month's notice in writing shall be given on either side of the intention to terminate the engagement. In the case of workers on a weekly wage one week's notice in writing shall be given on either side 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 a Stipendiary Magistrate or some other person to be mutually agreed upon 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.

10. (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 shall be allowed two week's holiday on full pay.

Matters not provided for.

11. 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 Awards Committee of 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 Stipendiary Magistrate, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Stipendiary Magistrate, 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.

Certificates.

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

Condition of Milk.

13. Milk must be delivered at factories in a sweet, clean, and sound condition. Tainted and overripe milk will be rejected for cheesemaking, and such milk shall be separated along with the whey; or, if the milk is returned to the supplier, it shall be coloured with some harmless colouring-matter. All night's milk drawn through milking-machines must be cooled by a method approved by the manager within the conditions of the Dairy Produce and General Regulations.

Assistance.

14. No assistance shall be engaged in a factory with agitators installed until 400 gallons of milk daily are received and made into cheese, but if the whey is separated, or if the milk is pasteurized, assistance may be engaged. Further assistance may be engaged as each successive vat is entered into. Assistance for whey separation may be engaged at the discretion of the manager.

Preference.

15. (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 £2 per annum, 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. The contributions for the first month shall not exceed 1s. per week.

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, 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 31st day of August, 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 6th day of December, 1933.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court related to preference. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.