

(10974.) OTAGO AND SOUTHLAND CHEESE AND BUTTER FACTORIES
EMPLOYEES.—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 under-mentioned persons, firms, and companies (hereinafter called “the employers”):—

Apirima Co-operative Dairy Factory Co., Ltd., Riverton
Awarua Co-operative Dairy Factory Co., Ltd., Winton
Balfour Co-operative Dairy Factory Co., Ltd., Balfour
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 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 Factory 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., 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
 Orepuki Co-operative Dairy Factory Co., Ltd., Invercargill
 Otahuti Dairy Factory Co., Ltd., Otahuti
 Otamita Co-operative Dairy Factory Co., Ltd., Otamita
 Otarā Co-operative Dairy Factory Co., Ltd., Otarā
 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
 Ratanui Co-operative Dairy Factory Co., Ltd., Ratanui
 Rimu Co-operative Dairy Factory Co., Ltd., Invercargill
 Royal Ice Cream Co., Ltd., Dunedin
 Ryal Bush Co-operative Dairy Factory Co., Ltd., Invercargill
 Saxelby, E., Cheese-manufacturer, Woodlands

Seaward Downs Co-operative Dairy Factory Co., Ltd., Edendale
 Silverstream Dairy Co., Ltd., Mosgiel
 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
 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
 Tutura 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 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
 Wrights Bush Co-operative Dairy Factory Co., Ltd., Invercargill
 Wyndham Co-operative Dairy Factory Co., Ltd., Wyndham

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 30th day of June, 1936, 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 16th day of December, 1935.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

Hours of Work.

1. (a) *Butter-factories.*—(1) 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.

(2) In the event of the proprietors of any factory desiring a variation of the dates specified in subclause (1) 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.

(b) *Cheese-factories.*—(1) 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.

(2) 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) *Butter and Cheese Factories.*—(1) 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.

(2) Employers shall be at liberty to make special arrangements with drivers of horse and motor vehicles as to the number of hours to be worked.

Wages.

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

	Per Week.
(a) Butter-factories (classified assistants):—	
First assistant (in factories employing three or more persons)	£ s. d. 4 8 6
Second assistant (in factories employing six or more persons)	4 3 6
Third assistant (in factories employing ten or more persons)	3 17 6
(b) Cheese-factories (classified assistants):—	
(1) First assistant (when three vats are in use)	4 3 6
First assistant (when four or more vats are in use)	4 8 6
Second assistant (when four or more vats are in use)	4 3 6
Third assistant (when nine or more vats are in use)	3 17 6

(2) The number of vats in use in a factory during any season shall be determined by the maximum number of vats in continuous use for a period of more than forty-five days in that season.

(3) When three or more vats are in use there may be employed one person to each vat.

(4) Where in a cheese-factory a sufficient quantity of whey butter is made to require the substantial employment (more than half-time) of an assistant, such assistant shall be paid the wages provided for a first assistant.

(5) Youths or learners only may be employed in factories in which one or two vats are in use: 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.

(c) Butter and Cheese Factories.—(1) Non-classified assistants, with more than three years' experience, £3 9s. 6d. per week.

(2) (i) Youths or learners starting without experience:—

		Per Week.		
		£	s.	d.
First season	1	10	0
Second season	2	0	0
Third season	2	10	0

(ii) In butter-factories employing four or more persons, and in cheese-factories when three or more vats are in use, youths or learners may be employed or dispensed with by the manager or person in charge of the factory, after consultation with the directors, in the proportion of one youth or learner to five or portion of five classified and/or non-classified assistants.

(3) *Females*, any number of whom may be employed for the purpose of packing and wrapping butter and/or process cheese:—

		Per Week.		
		£	s.	d.
Under nineteen years of age	1	2	6
Over nineteen years of age	1	13	0

(4) *Engine-drivers*.—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.

(5) *Firemen*, £3 9s. 6d. per week.

(6) *Drivers*.—The minimum wage for drivers of horse and motor vehicles shall be the weekly rates prescribed by the current Drivers' Award.

(7) *Engineers, &c.*—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.

(8) 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 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; (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 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 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 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 be 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 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.

Exemptions.

14. 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.

15. (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 be used by the workers only 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.

Disputes and matters not provided for.

16. Any dispute in connection with any matter not provided for or arising out of any matter 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.

Preference.

17. (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.

Under-rate Workers.

18. (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.

Scope of Award.

19. This award shall be limited to employers carrying on business in 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, 1935, 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 30th day of June, 1936.

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 16th day of December, 1935.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The only matter referred to the Court related to under-rate workers. In other respects the award embodies the recommendations arrived at by the Assessors in Conciliation Council.

E. PAGE, Judge.
