

MARLBOROUGH, NELSON, WESTLAND, AND CANTERBURY  
**DAIRY-FACORY MANAGERS.—AWARD.**

[Filed in the Office of the Clerk of Awards, Christchurch.]

In the Court of Arbitration of New Zealand, Marlborough, Nelson, Westland, and Canterbury Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the South Island Dairy-factory Managers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned companies (hereinafter called "the employers") :—

CANTERBURY INDUSTRIAL DISTRICT.

- Barry's Bay Co-operative Dairy Co., Ltd., 213 Manchester Street, Christchurch.  
 Canterbury Central Co-operative Dairy Co., Ltd., Box 909, Christchurch.  
 Caroline Dairy Co., Ltd., Timaru.  
 Clandeboye Co-operative Dairy Co., Ltd., Box 33, Temuka.  
 Cloverlea Co-operative Dairy Co., Ltd., Box 33, Temuka.  
 Geraldine Co-operative Dairy Co., Ltd., Geraldine.  
 Little Akaloa Co-operative Dairy Co., Ltd., Akaloa.  
 Midland Co-operative Dairy Co., Ltd., Ashburton.  
 Milford Co-operative Dairy Co., Ltd., Box 33, Temuka.  
 Okain's Bay Co-operative Dairy Co., Ltd., Okain's Bay.  
 Orari Co-operative Dairy Co., Ltd., Box 33, Temuka.  
 Pigeon Bay Co-operative Dairy Co., Ltd., Pigeon Bay.  
 Tai Tapu Co-operative Dairy Co., Ltd., Box 743, Christchurch.  
 Takamatua Co-operative Dairy Co., Ltd., 213 Manchester Street, Christchurch.  
 Wairewa Co-operative Dairy Co., Ltd., 213 Manchester Street, Christchurch.  
 Waimate Co-operative Dairy Co., Ltd., Box 66, Waimate.

MARLBOROUGH INDUSTRIAL DISTRICT.

- Blenheim Co-operative Dairy Co., Ltd., Box 4, Blenheim.  
 Canvastown Co-operative Dairy Co., Ltd., Canvastown.  
 Kaikoura Co-operative Dairy Co., Ltd., Kaikoura.  
 Koromiko Co-operative Dairy Co., Ltd., Tua Marina, Picton.  
 Linkwater Co-operative Dairy Co., Ltd., Tua Marina, Picton.  
 Marlborough Dairy Co., Ltd., Box 47, Blenheim.  
 Rai Valley Co-operative Dairy Co., Ltd., Tua Marina, Picton.  
 Waitoki Co-operative Dairy Co., Ltd., Tua Marina, Picton.

NELSON INDUSTRIAL DISTRICT.

- Buller Valley Co-operative Dairy Co., Ltd., Box 44, Westport.  
 Collingwood Co-operative Dairy Co., Ltd., Rockville.  
 Golden Bay Co-operative Dairy Co., Ltd., Takaka.  
 Karamea Co-operative Dairy Co., Ltd., Box 2, Karamea.  
 Murchison Co-operative Dairy Co., Ltd., Box 3, Murchison.  
 Waimea Co-operative Dairy Co., Ltd., Brightwater, Nelson.

## WESTLAND INDUSTRIAL DISTRICT.

Arahura Co-operative Dairy Co., Ltd., Box 85, Hokitika.

Golden Coast Co-operative Dairy Co., Ltd., Box 34, Reefton.

Inter-Wanganui Co-operative Dairy Co., Ltd., Hari Hari Rural Delivery, South Westland.

Overland Dairy Co., Box 154, Greymouth.

Westland Co-operative Dairy Co., Ltd., Hokitika.

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, 1940, 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 2nd day of May, 1939.

[L.S.]

P. J. O'REGAN, Judge.

## SCHEDULE.

*Wages.*

1. *Butter-factories.*—The minimum yearly rates of wages shall be as follows:—

- Up to an output of 100 tons: £312 per annum.
  - From 101 tons to 300 tons: 7s. for every additional ton.
  - From 301 tons to 600 tons: 6s. for every additional ton.
  - From 601 tons to 800 tons: 5s. for every additional ton.
  - From 801 tons to 1,000 tons: 4s. for every additional ton.
  - From 1,001 tons to 1,500 tons: 3s. for every additional ton.
  - From 1,501 tons to 2,000 tons: 1s. for every additional ton.
  - From 2,001 tons to 3,000 tons: 6d. for every additional ton.
- Thereafter by mutual agreement.

*Cheese-factories.*—The minimum salary to be paid to managers engaged on a yearly contract shall be £252 10s. per annum. In factories where more than 40 tons of cheese is manufactured during the year an additional payment shall be made of 11s. for every ton manufactured in excess of 40 tons. In factories where under 40 tons of cheese is manufactured during the year a weekly wage may be paid in lieu of the said yearly salary for the period worked, at such rates as shall be fixed by the Committee set up under clause 8 hereof.

*Accommodation and Supplies.*

2. (a) Each manager shall be provided, rent-free, with a suitable residence containing a washhouse fitted with a built-in boiler and tubs, a bathroom, a hot-water service, and a patent W.C., or he shall be paid an allowance therefor.

(b) The manager of a cheese-factory shall be supplied free of charge with cheese, milk, and household fuel and butter, where butter is sold to suppliers.

(c) The manager of a butter-factory shall be supplied with butter, milk, and household coal. The said supplies shall be for the manager's own household requirements.

(d) In lieu of the said supplies the employer may make a monthly payment to the manager of the sum of £2, which payment shall be a sufficient compliance with the requirements of subclauses (b) and (c).

*Computation of Output.*

3. For the purpose of defining the output, the factory weights shall apply and the scale paid accordingly.

*Holidays.*

4. Managers of cheese-factories shall be allowed four weeks' holiday on full pay each year, and managers of butter-factories shall be allowed three weeks' holiday on full pay each year.

*Payment of Salaries.*

5. The manager shall receive his salary monthly at the close of each month, such to be based on the estimated current year's output, and any final adjustment within fourteen days after the close of the employer's financial year.

*Term of Engagement.*

6. 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.

*Assistants.*

7. The manager shall engage and discharge assistants, and shall keep their time, and furnish a correct statement of such time to the directors or secretary of the company. Should any question arise between the manager and the company as to the staffing of the factory it shall be referred to and dealt with by the committee set up for the purpose of such disputes as provided for in clause 8 hereof.

*Matters not provided for.*

8. The essence of this award being that the work of the employer shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award or any of them as to any matter whatsoever arising out of or connected therewith and not dealt with therein, every such dispute or difference shall be referred to a committee to be composed of two representatives of the union and two representatives of the employers, together with an independent chairman to be mutually agreed upon. In the event of such committee being unable to settle the dispute it may refer the matter to the Court of Arbitration. Either side shall have the right to appeal to the Court against any decision of such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

*Definitions.*

9. For the purpose of this award a "manager" is the person appointed by a dairy company (or owner of a dairy factory) and who is held responsible for the manufacture of butter and/or cheese, is duly registered as a factory-manager under the Dairy Factory Managers' Regulations and their amendments, and is also the holder of a cream-grader's and/or milk-grader's certificate under the Dairy Regulations and their amendments.

*Engagement of Managers.*

10. (a) All testimonials, references, and application papers submitted to an employer by a person who is the holder of dairy-factory manager's qualifications and who is answering an advertisement for a position as manager shall be dealt with in confidence by the employer and shall not be published to any person other than a supplier or shareholder of the company.

(b) If the employer requests an interview with the applicant he shall reimburse the applicant for expenses reasonably incurred where such applicant has to travel more than fifty miles.

*Workers to be Members of Union.*

11. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

*Application of Award.*

12. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer, who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

*Scope of Award.*

13. This award shall operate throughout the Marlborough, Nelson, Westland, and Canterbury Industrial Districts.

*Term of Award.*

14. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of July, 1938 (provided that where the financial year of any employer ends on 31st July wages shall be deemed to have come into force on the 1st day of August, 1938), 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, 1940.

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 2nd day of May, 1939.

[L.S.]

P. J. O'REGAN, Judge.

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MEMORANDUM.

The only matter referred to the Court related to membership of the union. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

Wages have been made payable retrospectively in accordance with the agreement of the parties.

P. J. O'REGAN, Judge.