

OTAGO AND SOUTHLAND BUTTER-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 its Amendments; and in the matter of an industrial dispute between the Otago and Southland Dairy-factory Managers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned companies (hereinafter called "the employers") :—

Co-operative Dairy Co. of Otago, Ltd., Dunedin.

Farmers' Dairy Federation, Leet Street, Invercargill;
and Gore.

Invercargill Dairy Co., 53 Yarrow Street, Invercargill.

Owaka Co-operative Dairy Co., Ltd., Owaka.

Taieri and Peninsula Milk-supply Co., Ltd., Dunedin;
and Oamaru.

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 from the 16th day of September, 1940, and shall continue in force until the 16th day of September, 1941, 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 11th day of September, 1940.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Definitions.

1. For the purpose of this award a butter-factory "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 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.

Wages.

2. The minimum yearly rates of wages shall be as follow:—
- | | | |
|-----------------------------------|----|-------------------------------|
| Under 100 tons | .. | £275 per annum. |
| 100 to 600 tons | .. | 6s. for every additional ton. |
| 601 to 1,000 tons | .. | 4s. for every additional ton. |
| 1,001 to 2,000 tons | .. | 2s. for every additional ton. |
| 2,001 to 3,000 tons | .. | 6d. for every additional ton. |
| Thereafter by mutual arrangement. | | |

Increase in Rates of Remuneration.

3. All rates of remuneration, including time and piece wages and overtime and other special payments, provided for in this award shall be subject to the provision of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Accommodation.

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

(c) 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 subclause (b).

Computation of Output.

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

Payment of Salaries.

6. The manager shall receive his salary on the usual pay day of the factory, and the final adjustments within fourteen days after the close of the employer's financial year.

Assistants.

7. The manager shall, subject to the general manager, 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. Should any question arise between the manager and the company as to the staffing of a factory, it shall be referred to and dealt with by the committee set up under clause 10 hereof.

Termination of Engagement.

8. 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.

Holidays.

9. Managers shall be allowed three weeks' holiday on full pay each year.

Matters not provided for.

10. 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 Conciliation Commissioner or such other person as may be mutually agreed upon, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision, 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.

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 district to which this award relates.

Scope of Award.

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

Term of Award.

14. This award shall come into force on the 16th day of September, 1940, and shall continue in force until the 16th day of September, 1941.

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 11th day of September, 1940.

[L.S.]

A. TYNDALL, Judge.

 MEMORANDUM.

The only clause settled by the Court related to wages, the other matters having been settled in Conciliation Council or agreed to at the hearing.

Mr. Monteith does not agree with the decision of the majority of the Court, and his dissenting opinion is attached.

A. TYNDALL, Judge.

 DISSENTING OPINION OF MR. MONTEITH.

I dissent from the scale of wages inserted. These wages are less than in Westland, Nelson, Marlborough, and here cover only eight factories. In Otago, Southland, and Canterbury these factories, with one exception, have to rework and pat butter purchased outside the factory, and to pay on a scale of output where such work is not taken into consideration is to grade a man, for the purposes of payment, below what the increased work merits.