

OTAGO AND SOUTHLAND **DAIRY-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 union and company:—

Otago and Southland Dairy Factories Industrial Union of Employers, 88 Dee Street, Invercargill.

Aparima Co-operative Dairy Factory Co., Ltd., Riverton.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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 July, 1947, 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 29th day of May, 1947.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Definitions

1. 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.

Hours of Work

2. The weekly period of employment shall be the time required to complete the manufacture of butter and/or cheese, having due regard to all the technicalities of the process relating thereto.

Wages

3. (a) *Butter-factories*.—The minimum yearly rates of wages shall be as follows:—

Up to an output of 100 tons, £325 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.

Butter-factory managers shall receive an additional 3s. per ton on all butter remilled in the factory.

(b) *Cheese-factories.*—The minimum salary to be paid to managers engaged on a yearly salary shall be £362 per annum. In factories where more than 40 tons of cheese is manufactured during the year, an additional payment of 11s. per ton shall be made for all tons in excess of 40.

(c) Managers in cheese-factories not equipped with continuous pressure-presses shall receive in addition to their ordinary salary a bonus payment of 2s. per ton on all cheese manufactured.

Managers who are required to pull the cheese-presses after their ordinary work is finished shall receive, in addition to their wages, the same allowance as is made to other factory workers for this work.

The provisions of clause 4, increasing rates of remuneration, shall not apply to payments provided in this subclause.

Increase in Rates of Remuneration

* 4. Except where otherwise provided, all rates of remuneration, including time and piece wages and overtime and any other special payments, provided for in this award shall be increased to the extent and in the manner prescribed by the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively.

Any further cost of living bonus or general order increasing rates of remuneration granted by the Court of Arbitration shall not apply to the rates in this award.

EXPLANATORY NOTE.—(1) The general order of the 9th August, 1940, increased *rates of remuneration* determined by awards and industrial agreements and apprenticeship orders by an amount equal to 5 per cent. thereof.

(2) (a) The general order of the 31st March, 1942, further increased *rates of remuneration* determined by awards and industrial agreements and apprenticeship orders (inclusive of the 5 per cent. increase provided by the general order of the 9th August, 1940) by an amount equal to 5 per cent. thereof, but excluded from the increase such portion of the *remuneration* of each worker as exceeded—

- (i) The amount of £5 a week in the case of male workers twenty-one years of age and over;
- (ii) The amount of £2 10s. a week in the case of female workers twenty-one years of age and over;
- (iii) The amount of £1 10s. a week in the case of male and female workers under twenty-one years of age; and
- (iv) The amount of £1 10s. a week in the case of apprentices under apprenticeship orders.

(b) The increase in *rates of remuneration* provided by the order referred to in (a) hereof applied to the unexcluded portion of the *remuneration* of each worker, irrespective of his or her total weekly *remuneration*.

(3) The term "*rates of remuneration*" includes time and piece wages and overtime and any other special payments. The term "*remuneration*" means actual earnings, including time and piece wages and overtime and any other special payments.

Bowser Allowance

5. Where a bowser is installed at a factory, and is in use, and the manager is required to attend to same, he shall be paid, in addition to his ordinary salary, the sum of £5 per annum, plus $\frac{1}{4}$ d. per gallon on all petrol supplied from the bowser.

Accommodation

6. (a) The manager shall be provided with a house of not less than four rooms for his own private use 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 provision. The residence shall include hot-water services, flush-down sanitary system, wash-house, built in boiler, tubs, and bath.

(b) Where a manager finds it necessary, after consultation with his chairman, to supply assistants with meals only, the company concerned shall pay to the manager a weekly compensation rate for such service as follows:—

When providing meals for one assistant, £1 per week.

When providing meals for two assistants, £2 per week.

When providing meals for three or more assistants, £3 per week.

The above are flat rates, and are *not* subject to any increase, such as cost-of-living bonus. The above subclause (b) shall operate as from 1st March, 1947.

Receiving Milk

7. The hours for receiving milk in a one-vat factory on any particular day shall be from 7.30 a.m. to 8.45 a.m., and in all other factories from 7 a.m. to 8.45 a.m.

Change from Cheese to Butter Making

8. Where any factory shall, at any period of the manufacturing season, cease manufacturing cheese and be converted into a receiving and/or skimming station, creamery, or butter-factory, or sends milk to other factories, for the purpose of computing the salary to be paid to the manager it shall be recognized that every 10 lb. of milk shall be equal to or represent 1 lb. of cheese. Butter made from whey shall be considered as part of the cheesemaking and shall not come under this clause.

Payment of Salaries

9. The manager shall be paid his monthly 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

10. 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. Should any question arise between the manager and the employer as to the staffing of a factory, it shall be referred to and dealt with by the committee set up under clause 14 hereof.

Whey in Milk-cans

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

Termination of Engagement

12. (a) In the case of managers 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 managers 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, he shall have the right, through his union, to appeal. Such appeal shall be dealt with by the committee set up under clause 14 hereof. If the appeal is upheld, the employer dismissing the manager shall pay three months' salary. Each side shall pay its own expenses.

(b) When a manager's engagement terminates during the manufacturing season the following basis of payment shall apply. The total season's output shall be estimated, divided into twelve equal parts and paid proportionately according to number of months worked.

Holidays

13. (a) Butter-factory managers shall be allowed three weeks' holiday, and cheese-factory managers four weeks' holiday, on full pay in each season at a time to be arranged between the employer and the manager.

(b) If the employment is terminated before the close of the season, a proportionate holiday or payment in lieu thereof shall be allowed.

Matters not provided for

14. 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 three representatives

of the union and three representatives of the employer, 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 of 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.

Certificates

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

Engagement of Managers

16. When a managership becomes vacant and the position is not filled by a member of the staff, such position shall be advertised in the press. Companies whose annual output exceeds 200 tons shall invite applications from managers who have had not less than five seasons' practical experience as a cheese or butter factory manager. Managers and others with a lesser experience shall not be eligible for appointment. Any breach of this clause shall render the appointment void, and fresh application shall be called.

Workers to be Members of the Union

17. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, 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.

(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.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union commits a breach of this award and shall be liable accordingly.

(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

18. (a) This award shall apply to managers of cheese-factories and butter-factories.

(b) 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

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 August, 1946, 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 July, 1947.

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 29th day of May, 1947.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

In the terms of settlement forwarded to the Court the following provision was included in the wages clause:—

“It is further agreed that, if the present Canterbury district basic rates are increased, such rates shall be adopted for Otago and Southland Butter-factory Managers.”

The effect of this provision, should any such increase eventuate, would be tantamount to an amendment of the award now being made. The Court has no power to amend an award in this manner. The provision, therefore, has not been incorporated in the award, but has been mentioned in this memorandum for the purpose of placing it on record.

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

A. TYNDALL, Judge.