

(8380.) TARANAKI CREAMERIES, CHEESE, BUTTER FACTORIES,  
AND DAIRY EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Taranaki Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments ; and in the matter of an industrial dispute between the Taranaki Creameries, Cheese, Butter Factories, and Dairy Employees' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

Taranaki Dairy Employers Union, Stratford.

Alton Co-operative Dairy Company (Limited), Alton.

Ararata Co-operative Dairy Company (Limited), Hawera.

Awatuna Co-operative Dairy Factory Company (Limited),  
Awatuna.

Bell Block Co-operative Dairy Factory Company (Limited),  
New Plymouth.

Brooklands Co-operative Dairy Company (Limited), New  
Plymouth.

Butler Dairy Company (Limited), New Plymouth.

Cape Egmont Co-operative Dairy Company (Limited), Opunake.

Cardiff Co-operative Dairy Factory Company (Limited), Cardiff.

Commercial Dairy Company (Cooper, Charles), Eltham.

- Eltham Co-operative Dairy Factory Company (Limited),  
Eltham.
- Frankley Road Co-operative Dairy Factory Company (Limited),  
Huatoki.
- Hawera Co-operative Dairy Factory Company (Limited),  
Hawera.
- Huiroa Co-operative Dairy Factory Company (Limited), Strat-  
ford.
- Hurleyville Co-operative Dairy Company (Limited), Patea.
- Joll, T. L., Co-operative Dairy Company (Limited), Okaiawa.
- Kahui Co-operative Dairy Company (Limited), Opunake.
- Kaimata Co-operative Dairy Company (Limited), Kaimata.
- Kaimiro Co-operative Dairy Company (Limited), Kaimiro.
- Kakaramea Co-operative Dairy Company (Limited), Patea.
- Kaponga Co-operative Dairy Company (Limited), Kaponga.
- Kaupokonui Co-operative Dairy Company (Limited), Kaupo-  
konui.
- Lepperton Co-operative Dairy Company (Limited), Lepperton.
- Lowgarth Co-operative Dairy Company (Limited), Lowgarth.
- Makahu Co-operative Dairy Company (Limited), Makahu.
- Maketawa Co-operative Dairy Factory Company (Limited),  
Maketawa.
- Mangatoki Co-operative Dairy Company (Limited), Mangatoki.
- Mangorei Co-operative Dairy Factory Company (Limited), New  
Plymouth.
- Manutahi Co-operative Dairy Company (Limited), Patea.
- Mells Co-operative Dairy Company (Limited), Hawera.
- Melrose Co-operative Dairy Company (Limited), Hawera.
- Meremere Co-operative Dairy Company (Limited), Hawera.
- Midhirst Co-operative Dairy Factory Company (Limited),  
Midhirst.
- Moa Farmers' Co-operative Dairy Company (Limited), Inglewood.
- Mokau Co-operative Dairy Company (Limited), Mokau.
- Newall Co-operative Dairy Company (Limited), Puniho.
- Ngaere Co-operative Dairy Factory Company (Limited), Ngaere.
- Normanby Co-operative Dairy Company (Limited), Hawera.
- North Taranaki Co-operative Dairy Factory Company (Limited),  
New Plymouth.
- Oaonui Co-operative Dairy Company (Limited), Opunake.
- Okato and Puniho Co-operative Dairy Factory Company (Li-  
mited), Okato.
- Okau Co-operative Dairy Company (Limited), (C. Jensen),  
Ahititi.
- Omata Co-operative Dairy Company (Limited), Omata.
- Opua Road Co-operative Dairy Company (Limited), Opunake.
- Opunake Co-operative Dairy Company (Limited), Opunake.
- Oxford Co-operative Dairy Company (Limited), New Plymouth.

Patua Co-operative Dairy Company (Limited), New Plymouth.  
 Pembroke Co-operative Dairy Company (Limited), Stratford.  
 Pihama Co-operative Dairy Company (Limited), Opunake.  
 Rahotu Co-operative Dairy Company (Limited), Rahotu.  
 Riverdale Co-operative Dairy Factory Company (Limited),  
 Riverdale.  
 Rotokare Co-operative Dairy Company (Limited), New Ply-  
 mouth.  
 Royal Oak Co-operative Dairy Company (Limited), New Ply-  
 mouth.  
 Stockley, Arthur James (Proprietary), Kiore.  
 Stratford Farmers' Co-operative Association (Limited), Stratford.  
 Tarata Co-operative Dairy Company (Limited), Tarata.  
 Tariki Co-operative Dairy Company (Limited), Tariki.  
 Tarurutangi Co-operative Dairy Company (Limited), Taruru-  
 tangi.  
 Te Popo Co-operative Dairy Company (Limited), Te Popo.  
 Tiddy, William George (Proprietary), Hawera.  
 Tikorangi Co-operative Dairy Factory Company (Limited),  
 Tikorangi.  
 Tirimoana Co-operative Dairy Company (Limited), Hawera.  
 Tuna Co-operative Dairy Company (Limited), Tuna.  
 Tututawa Co-operative Dairy Company (Limited), Tututawa.  
 Uruti Co-operative Dairy Company (Limited), Uruti.  
 Waimate Plains (No. 1) Dairy Company (Limited), Hawera.  
 Waingongoro Co-operative Dairy Company (Limited), Stratford.  
 Waitara (Taranaki) Co-operative Dairy Company (Limited),  
 Waitara.  
 Waitoitoi Co-operative Dairy Company (Limited), Waitoitōi.  
 Warea Co-operative Dairy Company (Limited), Warea.  
 Whitecliffs Co-operative Dairy Company (Limited), New  
 Plymouth.

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, 1926, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 October, 1925.

[L.S.]

F. V. FRAZER, Judge.

#### SCHEDULE.

##### *Hours of Work.*

1. (a.) *Butter-factories*.—From the 15th August to the 15th March, fifty-six hours per week of seven days; from the 16th March to the 14th August, forty-four hours per week of seven days.

(b.) *Cheese-factories*.—From the 1st August to the 31st March, sixty hours per week of seven days; from the 1st April to the 31st May, forty-eight hours per week of seven days; from the 1st June to the 31st July, thirty-eight hours per week of seven days.

(c.) In the event of the proprietors of any factory desiring a variation of the dates specified in subclauses (a) and (b) 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.

(d.) *Packing-houses* (where manufacturing is not done): Forty-four hours per week of six days.

(e.) *Creameries and Bulking - Stations*.—The hours of work in creameries and bulking - stations shall be arranged between the employers and their respective workers.

##### *Wages.*

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

(a.) *Butter-factories and dried-milk Factories*:—

(1.) Where manager and fifteen hands or over are employed: First assistant or buttermaker, £4 19s. 6d. per week; second assistant,

£4 13s. 6d. per week; third assistant, £4 6s. 6d. per week; fourth assistant, £4 3s. per week; all others, £3 17s. per week.

(2.) Where manager and ten to fourteen hands are employed: First assistant or buttermaker £4 19s. 6d. per week; second assistant, £4 13s. 6d. per week; third assistant, £4 6s. 6d. per week; all others, £3 17s. per week.

(3.) Where manager and six to nine hands are employed: First assistant or buttermaker, £4 19s. 6d. per week; second assistant, £4 13s. 6d. per week; all others, £3 17s. per week.

(4.) Where manager and three to five hands are employed: First assistant or buttermaker, £4 19s. 6d. per week; all others, £3 17s. per week.

(5.) Where manager and one or two hands are employed: General hands, £3 17s. per week.

(6.) Hands specially employed for casein-making, £4 1s. 6d. per week.

(b.) *Cheese-factories* :—

(1.) Where ten vats or over are in use: First assistant, £4 19s. 6d. per week; second assistant, £4 13s. 6d. per week; third assistant, £4 6s. 6d. per week; fourth assistant, £4 1s. 6d. per week; all others, £3 17s. per week.

(2.) Where seven vats and over are in use: First assistant, £4 19s. 6d. per week; second assistant, £4 13s. 6d. per week; third assistant, £4 6s. 6d. per week; all others, £3 17s. per week.

(3.) Where four to six vats are in use: First assistant, £4 16s. 6d. per week; second assistant, £4 10s. per week; all others, £3 17s. per week.

(4.) Where two or three vats are in use: First assistant, £4 13s. 6d. per week; all others, £3 17s. per week.

(5.) Where one vat is in use: General hands, £3 17s. per week.

(6.) During the "off season" workers who are then employed in or about cheese-factories shall receive the same rates of wages as they received immediately prior to the factory closing down.

(c.) *Creameries, excluding Bulking-stations* (with accommodation, fuel, and milk, or 12s. 6d.) :—

Creameries where the daily average supply during December does not exceed 1,200 gallons are exempt from this award.

In creameries where the supply exceeds a daily average during December of 1,200 gallons the manager shall be paid not less than £3 9s. 6d. per week for the succeeding twelve months, with fuel, milk, and suitable living-accommodation.

In creameries where the daily supply during December averages 2,000 gallons, or where the number of suppliers exceeds fifty, an additional 3s. per week shall be paid to the manager.

In creameries where the daily supply during December averages 2,500 gallons, or where the number of suppliers exceeds seventy-five, an additional 6s. per week shall be paid to the manager.

In creameries where the daily supply during December averages 3,000 gallons, or where the number of suppliers exceeds one hundred, an additional 9s. per week shall be paid to the manager.

In the event of the creamery-manager being required to provide his own house, he shall be paid an additional 10s. per week.

In calculating the volume of supply above referred to, 1 lb. of cream shall be deemed to be equal to 1 gallon of milk.

(d.) *Packing-houses* :—

(1.) Working manager in charge, where four or more workers other than himself are employed, £4 13s. 6d. per week ; first assistant, £4 0s. 6d. per week ; all other adult workers, £3 17s. per week.

(2.) Where two to four workers are employed : Leading hand, £4 0s. 6d. per week ; all other adult male workers, £3 17s. per week.

(3.) Where only one adult male worker is employed, £4 0s. 6d. per week.

(4.) In packing-houses youths may be employed in the proportion of one youth to each adult worker employed. Any number of females may be employed for the sole purpose of packing butter.

(e.) *Engine-drivers* :—

(1.) Where the work that the engine-driver is employed to do requires that he shall hold a first-class certificate as a stationary-engine driver and he is the holder of such certificate, £4 19s. 6d. per week. Such driver shall effect his own repairs.

(2.) 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 14s. 6d. per week. Such driver shall effect his own repairs.

(f.) *Stokers*, £3 17s. per week.

(g.) *Drivers in charge of motor-vehicles* : The minimum wage for drivers of motor-vehicles shall be as follows :—

(1.) For those driving and attending to motor-vehicles with a carrying-capacity of 5 cwt. to 1 ton, £4 per week.

(2.) For those driving and attending to motor-vehicles with a carrying-capacity of from 1 ton to 1½ tons, £4 2s. 6d. per week.

(3.) For those driving and attending to motor-vehicles with a carrying-capacity of over 1½ tons, £4 5s. per week.

(h.) *Horse-drivers* : (a) For those driving and attending to one horse, £3 17s. 6d. per week ; (b) for those driving and attending to two or more horses, £4 per week.

(i.) *Launch-drivers in charge*, £4 4s. 6d. per week.

(j.) *Employment of Youths*.—Youths may be employed at not less than the following wages :—

	Per Week.		
	£	s.	d.
From fifteen to sixteen years of age ..	1	2	6
From sixteen to seventeen years of age ..	1	10	0
From seventeen to eighteen years of age ..	1	17	6
From eighteen to nineteen years of age ..	2	5	0
From nineteen to twenty years of age ..	2	12	6
Thereafter at award rates.			

(k.) *Employment of Females.*—Females may be employed at not less than the following wages : Under nineteen years of age, £1 6s. per week ; nineteen years of age and over, £1 18s. 6d. per week. In other than packing-houses the proportion of youths or females shall be not more than one to four or fraction of four adult male workers fully employed : Provided that in factories where butter is packed for consumption in New Zealand the proportion shall be one youth to each adult worker employed, and any number of females may be employed for the sole purpose of packing butter : Provided further that the hours of work for packing-houses are observed in regard to such workers.

(l.) Rates of pay for creamery-managers included in the manufacture of casein :—

(1.) Up to and including 800 gallons of milk per day, during the month of December, the manager shall receive £1 12s. 6d. per week in addition to his ordinary wages.

(2.) From 800 to 1,600 gallons of milk per day, during the month of December, the manager shall receive £1 15s. per week in addition to his ordinary wages.

(3.) From 1,600 to 2,400 gallons of milk per day, during the month of December, the manager shall receive £1 per week in addition to his ordinary wages, and an assistant shall be provided by the company and paid by them not less than £2 per week.

(4.) Over 2,400 gallons of milk per day, during the month of December, the manager shall receive £1 2s. 6d. per week in addition to his ordinary wages, and an assistant shall be provided by the company and paid by them not less than £2 2s. 6d. per week.

(5.) When milk for casein-making is received other than daily, payment to the manager shall be not less than 12s. 6d. per week in addition to his ordinary wages.

(6.) In the event of the assistant leaving or being put off, until another assistant is provided the manager shall receive the wages paid to the assistant in addition to his ordinary wages.

(7.) Payment shall be adjusted fortnightly.

Skim-milk used for casein-making shall be determined by deducting 10 per cent. from new milk received for casein-manufacture.

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.

#### *No Deduction from Wages.*

3. (a.) Workers now receiving a higher rate of pay than herein specified shall not have their wages reduced ; but this clause shall not apply to allowances or bonuses of any kind.

(b.) No deduction shall be made from the weekly wages provided herein for any cause save for time lost through the worker's own default or through illness.

*Casual Labour.*

4. 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. 9d. per hour. This clause shall apply only to workers taking the place of those receiving the minimum wage.

*Payment of Wages.*

5. (a.) All wages shall be paid in full and in cash not later than four days after the completion of each fortnight, except in creameries and bulking-stations, where monthly payments may be made.

(b.) In order to prevent workers leaving without giving notice employers may retain four days' wages in hand for each employee.

*Overtime.*

6. (a.) All work done in excess of the hours prescribed in clause 1 hereof shall be paid for at the rate of time and a half for the first four hours, and thereafter double time.

(b.) Where owing to the exigencies of the business the prescribed weekly hours are exceeded, the excess hours up to four hours per week in the case of butter-factories and up to five hours per week in the case of cheese-factories and dried-milk factories shall not be regarded as overtime, and shall be paid for at the rate of 1s. 6d. per hour.

*Holidays.*

7. (a.) Every worker in butter, cheese, and dried-milk factories who shall have worked for not less than eight months during the same year for the same employer shall be entitled to and shall receive, in the case of workers in butter-factories, two weeks' holiday on full pay; and in the case of workers employed in cheese and dried-milk 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 year for the same employer, but not less than two months.

(b.) For the purposes of the preceding subclause, only time worked during the undermentioned periods in each year, dating from the commencement of service, shall be counted with respect to the holidays or proportion of same referred to in this clause—viz., in butter-factories, from 15th August to 15th April; in cheese-factories, from 1st August to 31st March; and in dried-milk factories, from 1st September to 30th April. Such holidays shall be taken during the period known as the "off season," and at a time to be fixed by the employer. This subclause is subject to the provisions of clause 1 (c).

(c.) By mutual agreement between the employer and the worker concerned it shall be permissible for workers in cheese-factories to be given one day off per week instead of the holiday prescribed in subclause (a) hereof: Provided that the aggregate of such days shall not be less than the worker would receive under the said subclause.



*Piecework.*

8. No piecework shall be permitted except in the packing-rooms. In the packing-room piecework may be worked provided that the rates for such work shall be agreed upon between the union of employers and the union of workers, and when agreed upon shall not be subject to alteration during the currency of this award.

*Accommodation.*

9. (a.) In factories where two or more workers are employed each employer shall provide accommodation, to the satisfaction of the Inspector of Factories, to enable workers to change and dry their clothes and have their meals; and facilities shall be afforded, by steam jet or other means, of 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 shall be provided for the use of the workers employed in that factory.

*Termination of Employment.*

10. 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.*

11. 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.

*Under-rate Workers.*

12. (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 Factories 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.

#### *Exemptions.*

13. Managers in control of butter, cheese, and dried-milk factories who are responsible for the employment and dismissal of hands are exempted from the provisions of this award.

#### *Preference.*

14. (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 seven 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 the foregoing 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 6d. per week.

#### *Supply of Food.*

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, dried milk, and fuel—and such workers shall pay for the same at wholesale rates: Provided that such goods shall only be used by the workers for their own personal use, or for those dependent on them.

(b.) All men employed in factories in the capacity of can-washers, and any 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 considered necessary by the employers that certain men shall wear white coats and aprons, the present practice in each factory shall continue.

#### *Matters not provided for.*

16. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer con-

cerned 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 Commissioner may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

*Scope of Award.*

17. This award shall be limited to employers carrying on business within the Taranaki Industrial District.

*Term of Award.*

18. This award in so far as it relates to wages shall be deemed to have come into force on the 1st day of October, 1925, 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, 1926.

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 October, 1925.

[L.S.]

\_\_\_\_\_  
F. V. FRAZER, Judge.

MEMORANDUM.

This award embodies, without alteration, the recommendations of the Conciliation Council, which the parties agreed to accept.

\_\_\_\_\_  
F. V. FRAZER, Judge.