

(10326.) NORTHERN INDUSTRIAL DISTRICT (EXCEPT POVERTY BAY) CHEESE AND BUTTER FACTORIES EMPLOYEES.—INDUSTRIAL AGREEMENT.

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments thereto, including section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, this 28th day of October, 1932, between the New Zealand Co-operative Dairy Co., Ltd., Hamilton, the Cambridge Co-operative Dairy Co., Ltd., Cambridge, the Norfolk Co-operative Dairy Co., Ltd., Morrinsville, and other persons, firms, and companies, whose names appear in schedule marked A hereto (hereinafter termed the "employers") of the one part, and the Auckland Creameries and Cheese and Butter Factories Industrial Union of Workers (hereinafter termed the "union") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

3. This agreement shall continue in force from the date hereof, and thereafter continue in force until superseded by another agreement or by an award made under the provisions of the said Act.

In witness whereof the parties hereto have executed these presents the day and the year first before written.

SCHEDULE A.

- Amburys Ltd., Hereford Street, Newton, Auckland.
- Arawa Dairy Co., Whakatane.
- Aria Co-operative Dairy Co., Te Kuiti.
- Auckland Milk Co., Ltd., Newmarket.
- Bay of Islands Co-operative Dairy Co., Ohaeawai.
- Bay of Plenty Co-operative Dairy Co., Te Puke.
- Beechlands Dairy Co., Te Rāpa.
- Bruntwood Co-operative Dairy Co., Cambridge.
- Cambridge Co-operative Dairy Co., Ltd., Cambridge.
- East Tamaki Co-operative Dairy Co., Dilworth Building, Queen Street, Auckland.
- Hakaru Co-operative Dairy Co., Kaiwaka.
- Hauraki Plains Co-operative Dairy Company, Turua.
- Hikurangi Co-operative Dairy Co., Hikurangi.
- Hinuera Co-operative Dairy Co., Ltd., Anzac Avenue, Auckland.
- Hokianga Co-operative Dairy Co., Motukaraka, Hokianga.
- Kaipara Co-operative Dairy Co., Helensville.
- Kaitaia Co-operative Dairy Co., Kaitaia.
- Kaitieke Co-operative Dairy Co., Taumarunui.
- Kakepuku Co-operative Dairy Co., Te Awamutu.
- Katikati Co-operative Dairy Co., Katikati.
- Kawhia Co-operative Dairy Co., Te Waitere.
- Marakopa Co-operative Dairy Co., Kiritehere, via Te Kuiti.
- Matakana Co-operative Dairy Co., Matakana.
- Maungatapere Co-operative Dairy Co., Maungatapere.
- Maungaturoto Co-operative Dairy Co., Maungaturoto.
- Mercury Bay Co-operative Dairy Co., Whitianga, Mercury Bay.
- Morrinsville Co-operative Dairy Co., Morrinsville.
- New Zealand Co-operative Dairy Co., Ltd., Hamilton.
- Northern Wairoa Co-operative Dairy Co., Dargaville.
- Norfolk Co-operative Dairy Co., Ltd., Morrinsville.
- Ohura Valley Co-operative Dairy Co., Taumarunui.
- Oparau Co-operative Dairy Co., Kawhia.
- Opotiki Co-operative Dairy Co., Opotiki.
- Opouriao Co-operative Dairy Co., Taneatua, Opouriao.
- Oruru-Fairburn Co-operative Dairy Co., Mangonui.
- Piopio Co-operative Dairy Co., Piopio.
- Port Albert Co-operative Dairy Co., Private Bag, Auckland.
- Raglan Co-operative Dairy Co., Raglan.
- Rangitaiki Plains Co-operative Dairy Co., Edgecumbe, Bay of Plenty.

Rodney Co-operative Dairy Co., R.D., Kaipara Flats.
 Ruawai Co-operative Dairy Co., Ruawai, North Wairoa.
 Springhead Co-operative Dairy Co., Maungatapere.
 Sunny Park Co-operative Dairy Co., Morrinsville.
 Tairua Co-operative Dairy Co., Tairua.
 Tatua Co-operative Dairy Co., Tātuanui.
 Taupiri Dairy Co., Fort Street, Auckland.
 Tauranga Co-operative Dairy Co., Tauranga.
 Te Aroha Dairy Co., Te Aroha.
 Te Awamutu Co-operative Dairy Co., Te Awamutu.
 Toatoa Co-operative Dairy Co., Opotiki.
 Tokoroa Co-operative Dairy Co., Putaruru.
 Tuwharetoa Co-operative Dairy Co., Tokaanu.
 Waikato Valley Dairy Co., Frankton Junction.
 Waimamaku Co-operative Dairy Co., Waimamaku, Hokianga.
 Waimana Co-operative Dairy Co., Waimana.
 Waipu Co-operative Dairy Co., Waipu.
 Whangarei Co-operative Dairy Co., Whangarei.
 Whangaroa Co-operative Dairy Co., Kaeo, North Auckland.
 Paterson, A. S., and Co., Ltd., Quay Street, Auckland.
 MacEwan, J. B., and Co., Ltd., Fort Street, Auckland.

SCHEDULE B.

Hours of Work.

1. (a) Butter-factories : From the 1st August to the 31st March, fifty-six hours per week of seven days ; from the 1st April to the 31st July, forty-four hours per week of seven days.

(b) (i) Cheese-factories : During eight months of the year 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. During two months of the year the time to be worked shall be forty-eight hours per week, and during the remaining two months the time to be worked shall be forty-four hours per week.

(ii) It shall not be incumbent upon any worker to remain in any factory for a longer period in any one 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.

(iii) 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) In the event of the proprietors of any factory desiring a variation of the dates specified in subclause (a) 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) Each worker shall be allowed one day or two half-days off in each month ; such day or half-days shall be arranged between the manager and workers in the factory : Provided that such worker shall, if required, work the weekly number of hours in six days in such week.

(e) Packing-houses: The hours of work in packing-rooms for cheese, whether at the factory or elsewhere, shall be the hours observed by the factory. In packing-houses for butter where manufacturing is not done the hours shall be forty-four per week of six days.

Wages.

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

(a) Butter-factories—

				Per Week.		
				£	s.	d.
(i) Where manager and ten to fourteen hands are employed—						
First assistant	..	..	..	4	13	2
Second assistant	..	..	..	4	7	9
Third assistant	..	..	..	4	1	5
All others	..	..	..	3	13	0

(ii) Where manager and six to nine hands are employed—

First assistant	..	..	..	4	13	2
Second assistant	..	..	..	4	7	9
All others	..	..	..	3	13	0

(iii) Where manager and three to five hands are employed—

First assistant	..	..	..	4	13	2
All others	3	13	0

(iv) Where manager and one or two hands are employed—

General hands	3	13	0
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(b) Cheese-factories:—

(i) When nine vats or over are in use—

First assistant	4	13	2
Second assistant	..	..	..	4	7	9
Third assistant	..	..	..	4	1	5
General hands	..	..	..	3	13	0

(ii) When five to eight vats are in use—

First assistant	..	..	..	4	13	2
Second assistant	..	..	..	4	4	7
General hands	..	..	..	3	13	0

(iii) When two to four vats are in use—

First assistant	..	..	..	4	7	9
General hands	..	..	..	3	13	0

(iv) When one vat is in use a youth or other assistance may be employed at the discretion of the manager.

(v) The classification of a factory during any season shall be determined by the maximum number of standard vats in continuous use for a period of not less than sixty days in that season.

(vi) In cheese-factories where three or more vats are in use there shall be employed one man to each standard vat of 1,000 gallons.

(vii) Where in a cheese-factory a sufficient quantity of butter is made to require the substantial employment (more than half-time) of an assistant, such assistant shall be paid £3 19s. per week.

(c) Packing-houses :—

(i) Where two to six workers are employed : Leading hand, £3 16s. per week ; all other adult male workers £3 13s. per week.

(ii) Where only one adult male worker is employed, £3 16s. per week.

(iii) 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 or process cheese.

(d) Engine-drivers :—

(i) 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 13s. 2d. per week. Such driver shall effect his own repairs.

(ii) 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 8s. 9d. per week. Such driver shall effect his own repairs.

(e) Firemen : £3 13s. per week.

(f) Motor and horse drivers :—

The minimum wages for motor and horse drivers shall be the weekly rates prescribed by the current Drivers' award.

The hours of work for motor and horse drivers employed by a butter or cheese factory shall be the hours prescribed for factory hands, so long as their work is restricted to deliveries to and from the factories, or to a store run in conjunction with the factory at which they are employed and from such store to the company's suppliers.

(g) Launch-drivers : Launch-drivers in charge, £3 19s. 8d. per week.

(h) Employment of youths :—

(i) Youths under twenty years of age may be employed at not less than the following rates of wages :—

	Per Week.	
	s.	d.
Starting without experience,—		
First twelve months	17	6
Second twelve months	25	0
Third twelve months	35	0

Thereafter adult workers' rates.

(ii) At the termination of an engagement the employer shall, on request, give each worker engaged under this clause a certificate showing the period served, which shall be recognized in any subsequent service.

(i) Employment of females : Females may be employed at not less than the following wages : Under nineteen years of age, £1 3s. 5d. per week ; nineteen years of age and over, £1 14s. 8d. per week.

(j) Engineers, metalworkers' 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.

(k) 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 agreement 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.

Each such book shall be signed by each worker not later than twelve o'clock on the following working-day.

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. 7d. 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 five days.

(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 for 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 August in the case of butter-factories; and the 1st August in the case of cheese-factories and the period of eight months' service may be broken or continuous, so long as the total time is 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 his employees, provided that rates once agreed upon shall not be altered during the currency of the agreement: Provided that the worker shall receive not less than the rates of wages provided by this agreement for the time worked.

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 shall be provided for the use of the workers employed in that factory.

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. A modern first-aid emergency case, fully equipped, shall be kept in a convenient and accessible place.

Under-rate Workers.

14. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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.

Preference.

15. (a) If any employer shall hereafter engage any worker coming within the scope of this agreement 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.

Exemptions.

16. 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 agreement.

Supply of Goods.

17. (a) All workers covered by this agreement 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 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 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.

Matters in Dispute.

18. Any dispute in connection with this agreement or any matter not provided for 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

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or refer the matter to the Court. Either party 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 seven days after such decision shall have been communicated to the party desiring to appeal.

Scope of Agreement.

19. This agreement shall be limited to employers carrying on business in the Northern Industrial District, but shall not extend to the Poverty Bay district which lies outside a line drawn from the East Cape along the main range to the boundary of the Wellington Industrial District.

Term of Agreement.

20. This agreement will come into operation on the day of 1st November, 1932, and shall continue in operation until the 31st day of October, 1933.

In witness whereof the said assessors have executed these presents pursuant to section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, the day and the year before written.

Signed by the assessors appointed on behalf of the employers :—

F. H. ANDERSON.
N. H. MADSEN.
WM. Y. KIRKMAN.
S. E. WRIGHT.

Witness—Pat Hally.

Signed by the assessors appointed on behalf of the union :—

J. P. JOHN.
M. B. GLASGOW.
W. H. HARRIS.
W. M. SIMPSON.

Witness—Pat Hally.