

TARANAKI INDUSTRIAL DISTRICT.

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**(10764.) TARANAKI CREAMERIES, 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 15th day of September, 1934, between the Taranaki Dairying and Farming Industrial Union of Employers and companies whose names appear in schedule marked A hereto (hereinafter termed "the employers") of the one part, and the Taranaki Creameries, Cheese, Butter Factories, and Dairy Employees' 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 and marked B 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(3) This agreement shall continue in force from the date hereof, and thereafter continue in force until superseded by another agreement or by an award made under the provisions of the said Act.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 before written.

SCHEDULE A.

Alton Co-op. Dairy Co., Ltd., Alton.  
 Ararata Co-op. Dairy Co., Ltd., Hawera.  
 Awatuna Co-op. Dairy Factory Co., Ltd., Awatuna.  
 Bell Block Co-op. Dairy Factory Co., Ltd., New Plymouth.  
 Brooklands Co-op. Dairy Co., Ltd., New Plymouth.  
 Cape Egmont Co-op. Dairy Co., Ltd., Opunake.  
 Cardiff Co-op. Dairy Factory Co., Ltd., Stratford.  
 Eltham Co-op. Dairy Factory Co., Ltd., Eltham.  
 Frankley Rd. Co-op. Dairy Factory Co., Ltd., New Plymouth.  
 Hawera Co-op. Dairy Factory Co., Ltd., Hawera.  
 Hurleyville Co-op. Dairy Co., Ltd., Hawera.

Ihaia Rd. Co-op. Dairy Co., Ltd., Opunake.  
 Joll, T. L., Co-op. Dairy Co., Ltd., Okaiawa.  
 Kaimata Co-op. Dairy Co., Ltd., Inglewood.  
 Kahui Co-op. Dairy Co., Ltd., Opunake.  
 Kakaramea Co-op. Dairy Co., Ltd., Patea.  
 Kaponga Co-op. Dairy Co., Ltd., Kaponga.  
 Kaupokonui Co-op. Dairy Factory Co., Ltd., Kaupokonui.  
 Kaimiro Co-op. Dairy Co., Ltd., Inglewood.  
 Lepperton Co-op. Dairy Factory Co., Ltd., New Plymouth.  
 Lowgarth Co-op. Dairy Co., Ltd., Stratford.  
 Maketawa Co-op. Dairy Factory Co., Ltd., Inglewood.  
 Mangatoki Co-op. Dairy Co., Ltd., Mangatoki.  
 Mangorei Co-op. Dairy Factory Co., Ltd., New Plymouth.  
 Manutahi Co-op. Dairy Co., Ltd., Patea.  
 Mells Co-op. Dairy Co., Ltd., Hawera.  
 Melrose Co-op. Dairy Co., Ltd., Hawera.  
 Mere Mere Co-op. Dairy Factory Co., Ltd., Hawera.  
 Midhirst Co-op. Dairy Factory Co., Ltd., Midhirst.  
 Moa Farmers Co-op. Dairy Co., Ltd., Inglewood.  
 Mokau Co-op. Dairy Co., Ltd., New Plymouth.  
 Newall Co-op. Dairy Co., Ltd., New Plymouth.  
 Ngaire Co-op. Dairy Factory Co., Ltd., Stratford.  
 Normanby Co-op. Dairy Factory Co., Ltd., Hawera.  
 North Taranaki Co-op. Dairy Co., Ltd., New Plymouth.  
 Oaonui Co-op. Dairy Co., Ltd., Opunake.  
 Okato and Puniho Co-op. Dairy Factory Co., Ltd., New Plymouth.  
 Okau Co-op. Dairy Co., Ltd., New Plymouth.  
 Omata Co-op. Dairy Co., Ltd., New Plymouth.  
 Opua Rd. Co-op. Dairy Co., Ltd., Opunake.  
 Opunake Co-op. Dairy Co., Ltd., Opunake.  
 Oxford Co-op. Dairy Co., Ltd., New Plymouth.  
 Pihama Co-op. Dairy Co., Ltd., Opunake.  
 Patua Co-op. Dairy Co., Ltd., New Plymouth.  
 Pembroke Co-op. Dairy Co., Ltd., Stratford.  
 Rahotu Co-op. Dairy Co., Ltd., New Plymouth.  
 Riverdale Co-op. Dairy Factory Co., Ltd., Inaha.  
 Royal Oak Co-op. Dairy Co., Ltd., New Plymouth.  
 Stratford Farmers' Co-op. Association, Ltd., Stratford.  
 Tariki Co-op. Dairy Co., Ltd., Inglewood.  
 Tarata Co-op. Dairy Co., Ltd., Inglewood.  
 Tarurutangi Co-op. Dairy Co., Ltd., New Plymouth.  
 Tikorangi Co-op. Dairy Co., Ltd., Waitara.  
 Uruti Valley Co-op. Dairy Co., Ltd., New Plymouth.  
 Waitara-Taranaki Co-op. Dairy Co., Ltd., New Plymouth.  
 Waitoitoi Co-op. Dairy Co., Ltd., New Plymouth.  
 Warea Co-op. Dairy Co., Ltd., New Plymouth.  
 Whenuakura Co-op. Dairy Co., Ltd., Patea.  
 White Cliffs Co-op. Dairy Co., Ltd., New Plymouth.  
 Whakamara Co-op. Dairy Co., Ltd., Hawera.

#### SCHEDULE B.

##### *Hours of Work.*

1. (a) Butter-factories: From the 1st August to the 30th April, fifty-six hours per week of seven days; from the 1st May to the 31st July, eighty-eight hours per fortnight of twelve days.

Or, in the alternative, from the 1st August to the 30th April, forty-eight hours per week of six days; from the 1st May to

the 31st July, forty-four hours per week of six days. In such case clause 8, relating to holidays, shall not apply. On or before the 1st October in each year each factory company shall notify its employees as to which of the above alternatives it elects to work under, and shall continue to work under such alternative until the termination of this agreement.

(b) Cheese-factories:—

(i) (a) Where six vats and over are in use a six-day week shall be observed. The limit as to the number of vats in use shall apply to each company and not to individual factories. In the case of factories where the men are employed for six days per week only, the provision of clause 8, relating to holidays, shall not apply.

(b) Where five vats or under are in use in any dairy-factory company it shall be optional for the employer to observe either a seven-day or a six-day week, providing that where a six-day week is observed clause 8, relating to holidays, shall not apply. On or before the 1st of October in each year each factory company shall notify its employees as to which of the above alternatives it elects to work under, and shall continue to work under such alternative until the termination of this agreement.

(ii) 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.

(iii) 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.

(iv) 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) 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.

(d) Creameries: The hours of work in creameries shall be arranged between the employers and their respective workers.

### *Wages.*

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

(a) Butter-factories:—

(i) Where manager and ten to fourteen hands are employed: First assistant, £4 3s. 10d.; second assistant, £3 18s. 9d.; third assistant, £3 13s. 4d.; all others, £3 5s. 8d.

(ii) Where manager and six to nine hands are employed: First assistant, £4 3s. 10d.; second assistant, £3 18s. 9d.; all others, £3 5s. 8d.

(iii) Where manager and three to five hands are employed: First assistant, £4 3s. 10d.; all others, £3 5s. 8d.

(iv) Where manager and one or two hands are employed: General hands, £3 5s. 8d.

(b) Cheese-factories:—

(i) When nine vats or over are in use: First assistant, £4 3s. 10d.; second assistant, £3 18s. 9d.; general hands, £3 5s. 8d.; third assistant (if considered necessary), £3 13s. 4d.

(ii) When five to eight vats are in use: First assistant, £4 3s. 10d.; second assistant, £3 18s. 9d.; general hands, £3 5s. 8d.

(iii) When two to four vats are in use: First assistant, £3 18s. 9d.; general hands, £3 5s. 8d.

(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 thirty-five days in that season.

(vi) In cheese-factories there shall be employed one man to each standard vat of 900 gallons, or if larger vats are used then one man shall be employed for each 900 gallons of milk.

(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 18s. 9d. per week.

(c) Packing-houses:—

(i) Where two to six workers are employed: Leading hands, £3 7s. 11d. per week; all other adult male workers, £3 5s. 8d. per week.

(ii) Where only one adult male worker is employed, £3 7s. 11d. 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 3s. 10d. 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, £3 18s. 9d. per week; such driver shall effect his own repairs.

(e) Firemen: £3 5s. 8d. per week.

(f) Motor and horse drivers: The minimum wages for motor and horse drivers shall be £4 3s. 10d.

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) Employment of youths: 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 .. ..	0	16	0
Second twelve months .. ..	1	4	0
Third twelve months .. ..	1	12	0

Thereafter adult workers rates.

(h) Employment of females: Females may be employed at not less than the following wages: Under nineteen years of age, 18s. 11d. per week; nineteen years of age and over, £1 8s. 1d. per week.

(i) 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 from time lost through the workers' own default, sickness, or accident to the worker.

#### *Meal-times.*

4. 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.*

5. 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. 4d. per hour. This clause shall apply only to workers taking the place of those receiving the minimum wage.

*Payment of Wages.*

6. (a) All wages shall be paid in full in cash not later than four days after completion of each fortnight: Provided that in cases where circumstances render it impracticable to pay wages four days after the conclusion of each fortnight, wages may be paid within seven days after.

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

*Overtime.*

7. 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.*

8. Every worker, other than casual workers employed in a butter or cheese factory who shall have worked 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 holidays shall be taken during the period known as the "off season" and at a time to be fixed by the employer, provided that if any 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 purpose 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.

This clause shall only apply to employees of factories in which seven days a week are worked.

*Accommodation.*

9. (a) In factories where two or more workers are employed each employer shall provide accommodation to change and dry

their clothes, and have their meals, and facilities shall be afforded by steam 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 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.

#### *Exemptions.*

12. Managers in control of butter and cheese factories who are responsible for the employment and dismissal of hands are exempt from the provisions herein.

#### *Supply of Goods.*

13. (a) All workers covered by this schedule 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 upon 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 when it is compulsory and a condition of employment that workers shall wear white overall the same shall be supplied by the employer.

#### *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 twenty-four hours 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 6d. 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.

(c) Each applicant for membership under this clause shall, if required, produce satisfactory references of good character and sober habits.

*Scope.*

15. Taranaki Industrial District.

*Term.*

16. Until 30th June, 1935.

In witness whereof the executive of the Taranaki Dairying and Farming Industrial Union of Employers have executed these presents pursuant to section 5 of the Industrial Conciliation and Arbitration Act, 1932, the day and the year before written.

For and on behalf of the Taranaki Dairying and Farming Industrial Union of Employers—

[SEAL.]

J. S. MCKAY, President.

T. L. PENN, Secretary.

Witness—Arthur Morton.

Signed by the members appointed on behalf of the Taranaki Creameries, Cheese, Butter Factories, and Dairy Employees Industrial Union of Workers—

Witness—Arthur Morton.

R. FULTON.

E. J. TIPPETT.