

(10731.) NORTHERN INDUSTRIAL DISTRICT (EXCEPT POVERTY BAY) CREAMERIES, CHEESE AND BUTTER FACTORIES EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Albertland Co-operative Dairy Co., Ltd., Wellsford
 Amburys Ltd., 259 Karangahape Road, Auckland C. 2
 Arawa Dairy Co., Whakatane
 Aria Co-operative Dairy Co., Te Kuiti
 Auckland Milk Co., Ltd., Newmarket, Auckland S.E. 1
 Badgworth Proprietary Dairy Co., Rangitoto, Otorohanga
 Bay of Islands Co-operative Dairy Co., Ohaeawai
 Bay of Plenty Co-operative Dairy Co., Te Puke
 Beechlands Dairy Co., Te Rapa
 Bruntwood Co-operative Dairy Co., Cambridge
 Cambridge Co-operative Dairy Co., Ltd., Cambridge
 East Tamaki Co-operative Dairy Co., Dilworth Building, Queen Street, Auckland C. 1
 Hakaru Co-operative Dairy Co., Kaiwaka
 Hauraki Plains Co-operative Dairy Co., Turua
 Hikurangi Co-operative Dairy Co., Hikurangi
 Hinuera Co-operative Dairy Co., Hinuera
 Hokianga Co-operative Dairy Co., Motukaraka, Hokianga
 Kaikohe Co-operative Dairy Co., Ltd., Kaikohe
 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
 MacEwan, J. B., and Co., Ltd., Fort Street, Auckland C. 1
 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
 Norfolk Co-operative Dairy Co., Ltd., Morrinsville
 Northern Wairoa Co-operative Dairy Co., Dargaville
 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., Manganui
 Paterson, A. S., and Co., Ltd., Quay Street, Auckland C. 1
 Pio Pio Co-operative Dairy Co., Pio Pio
 Raglan Co-operative Dairy Co., Raglan
 Rangitaiki Plains Co-operative Dairy Co., Edgecumbe, Bay of Plenty
 Rodney Co-operative Dairy Co., Rural Delivery, Kaipara Flats
 Ruawai Co-operative Dairy Co., Ruawai, Northern 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., Tatanui
 Taupiri Dairy Co., Ltd., 61 Fort Street, Auckland C. 1
 Tauranga Co-operative Dairy Co., Tauranga
 Te Aroha-Thames Valley Co-operative Dairy Co., Te Aroha
 Te Awamutu Co-operative Dairy Co., Te Awamutu
 Te Kaha Co-operative Dairy Co., Private Bag., Opotiki
 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

and

The Auckland Creameries and Cheese and Butter Factories Employees' Industrial Union of Workers (hereinafter called "the union").

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 November, 1935, 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 1st day of February, 1935.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. (a) *Butter-factories.*—(i) The ordinary hours of work in butter-factories shall not exceed 112 hours per fortnight of fourteen days during the period from the 1st August to the 31st March; 96 hours per fortnight of fourteen days during the period from the 1st April to the 31st May; and 88 hours per fortnight of fourteen days during the period from the 1st June to the 31st July.

(ii) For the purpose of assessing the ordinary hours of work for any broken period, the hours 112, 96, or 88, as the case may be, according to the period within which the broken period falls, shall be divided by fourteen and the result multiplied by the number of days in the broken period (including a Sunday or holiday whether work is done on such days or not.)

(b) *Cheese-factories.*—(i) 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 workers 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*:—

(i) Where manager and ten to fourteen hands are employed: First assistant, £4 13s. 2d. per week; second assistant, £4 7s. 9d. per week; third assistant, £4 1s. 5d. per week; all others, except youths, £3 13s. per week.

(ii) Where manager and six to nine hands are employed: First assistant, £4 13s. 2d. per week; second assistant, £4 7s. 9d. per week; all others, except youths, £3 13s. per week.

(iii) Where manager and three to five hands are employed: First assistant, £4 13s. 2d. per week; all others, except youths, £3 13s. per week.

(iv) Where manager and one or two hands are employed: General hands, except youths, £3 13s. per week.

(b) *Cheese-factories*:—

(i) When nine vats or over are in use: First assistant, £4 13s. 2d. per week; second assistant, £4 7s. 9d. per week; third assistant £4 1s. 5d. per week; general hands, except youths, £3 13s. per week.

(ii) When five to eight vats are in use: First assistant, £4 13s. 2d. per week; second assistant, £4 4s. 7d. per week; general hands, except youths, £3 13s. per week.

(iii) When three to four vats are in use: First assistant, £4 7s. 9d. per week; general hands, except youths, £3 13s. per week.

(iv) When two vats only are in use a general hand and a youth may be employed at the discretion of the manager.

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

(vi) The classification of a factory during any season shall be determined by the maximum number of standard vats of 1,000 gallons in continuous use for a period of not less than sixty days in that season.

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

(viii) 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 rates prescribed by the current Northern Industrial District 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*: Youths may be employed at not less than the following rates of wages:—

	Per Week.
	£ s. d.
Fifteen to sixteen years of age ..	1 0 0
Sixteen to seventeen years of age ..	1 6 0
Seventeen to eighteen years of age ..	1 12 6
Eighteen to nineteen years of age ..	2 0 0
Nineteen to twenty years of age ..	2 10 0
Twenty to twenty-one years of age ..	3 0 0
Thereafter adult workers' rates.	

(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, 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.

(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 as provided in this agreement 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 award 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) Overtime shall be worked as required by the employer, and except as otherwise provided all time worked in excess of the ordinary hours as prescribed in clause 1 (a) 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 week's 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 award: Provided that the worker shall receive not less than the rates of wages provided by this award 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 Engagement.

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 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 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 award 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 award.

Supply of Goods.

17. (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, 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 award 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 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 Award.

19. This award 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 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 December, 1934, and so far as all the other conditions of this award are concerned it shall come into force on the 11th day of February, 1935; and this award shall continue in force until the 30th day of November, 1935.

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 1st day of February, 1935.

[L.S.]

— F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court related to under-rate workers. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.