



THE SHARE-MILKING AGREEMENTS ORDER 1944

C. L. N. NEWALL, Governor-General

ORDER IN COUNCIL

At the Government House at Wellington, this 11th day of
October, 1944

Present :

HIS EXCELLENCY THE GOVERNOR-GENERAL IN COUNCIL

PURSUANT to the authority conferred upon him by section 4 of the Share-milking Agreements Act, 1937, and being satisfied as to the fact of agreement between the New Zealand Farmers' Union and the New Zealand Workers' Industrial Union of Workers to the revocation of the terms and conditions set out in the Schedule to the Share-milking Agreements Order 1939,* as amended by the Share-milking Agreements Order 1939, Amendment No. 1†, and the substitution therefor of the terms and conditions contained in the Schedule hereto, which shall take effect on and from the date specified herein in that behalf, His Excellency the Governor-General, acting by and with the advice and consent of the Executive Council, doth hereby order as follows :—

I. This Order may be cited as the Share-milking Agreements Order 1944.

II. The terms and conditions set out in the Schedule to the Share-milking Agreements Order 1939, as amended by the Share-milking Agreements Order 1939, Amendment No. 1, are hereby revoked, and the terms and conditions set out in the Schedule hereto substituted therefor.

III. This Order shall operate on and from the 1st day of August, 1944.

SCHEDULE

STANDARD TERMS AND CONDITIONS OF SHARE-MILKING AGREEMENT (APPLICABLE ONLY IN CASES WHERE THE FARMER-OWNER PROVIDES THE HERD) AS SETTLED ON BEHALF OF THE NEW ZEALAND FARMERS' UNION AND THE NEW ZEALAND WORKERS' INDUSTRIAL UNION OF WORKERS

Conditions of Employment for Share-milkers

1. Any agreement shall be operative for the period specified.
2. Before entering into any agreement share-milkers shall have made available to them in writing the previous year's figures of production, the number of cows producing those figures, and the minimum quantity of manure to be applied in any one season.

* Statutory Regulations 1939, Serial number 1939/86, page 370.

† Statutory Regulations 1941, Serial number 1941/155, page 501.

3. Share-milkers whose duties comprise only milking and care, feeding of stock, including pigs, shall receive not less than 25 per cent. of milk and cream cheques and deferred payments. Where he also does maintenance work he shall receive not less than 33½ per cent. in either case, after deduction of cartage of cream and milk. To the above shares of 25 per cent. and 33½ per cent. shall be added a surcharge of 10 per cent. of the share-milker's share. He shall not contribute towards the payment of any shares nor receive any benefit from the share bonus unless mutually agreed upon.

4. If the farm-owner provides an efficient bull paddock the share-milker shall undertake care and custody of the bull or bulls and other stock, and shall be responsible for damage done by wandering bull or other stock.

5. The share-milker shall receive half-share of the value of all calves, which shall be valued as grades, including bobby calves and pigs, which shall be valued as grades, providing the share-milker buys in as grades.

6. Calves reared shall be valued during January or February as mutually agreed upon. The farm-owner to take over the calves as at that date.

7. The farm-owner may require calves for rearing for replacement purposes up to 25 per cent. of the herd. In cases where additional replacements are needed this number may be increased by agreement in writing at the commencement of the season.

8. Both parties shall pay equally all costs of breeding-sows and other pigs, including cost of supplementary feeding, cartage, and commission.

9. Farm-owner shall provide reasonable facilities for feeding, housing, and grazing all pigs, such reasonable facilities to include separate house for each breeding-sow at farrowing-time. Pigs shall be efficiently ringed according to directions of the farm-owner, and where pigs are not so ringed, the share-milker shall be responsible for any damage done.

10. The farm-owner shall provide motor-lorry or horse conveyance for the purpose of carting milk to the factory and for other farm purposes, except where the share-milker agrees to provide his own. The share-milker to pay one-third of the cost of benzine, oil, and running-costs, also one-third of the registration and license fee, and also depreciation at the rate of 5 per cent. per annum.

11. (a) The farm-owner shall provide all implements, plant, and equipment for the efficient working of the farm except where the share-milker agrees to provide his own. Any expense incurred by the farm-owner through damage to his plant or equipment caused by the neglect of the share-milker shall, at the termination of the contract, be the responsibility of the share-milker and be met by him: Provided always that the farm-owner shall provide suitable cover or shed for all such plant and equipment. In the case of a dispute, a competent person shall be appointed, acceptable to both parties, to examine the equipment and to decide the responsibility for payment.

(b) Share-milkers agreeing to supply milking-plant, horses, wagons, and cans, or any part of same, shall receive such additional amount as shall be agreed upon for the value of such equipment as at the commencement of the contract, but in no case less than 10 per cent. of the value of such equipment, to be paid in equal monthly instalments. Share-milkers agreeing to supply lorries for the purpose of carting milk to the factory, and for other farm purposes only, shall be paid two-thirds of the cost of benzine, oil, and running-costs, also two-thirds of the costs of registration and license, also depreciation at the rate of 5 per cent. per annum. The farm-owner shall be responsible for meeting the cost of reasonable repairs to such implements except where such repairs are rendered necessary through the neglect of the share-milker. The farm-owner shall provide suitable cover or shed for all such plant and equipment.

12. All rubberware shall be in a satisfactory condition at the commencement of contract, and shall be left by the share-milker in the same condition at termination of contract.

13. Buckets and brushware shall be supplied by the share-milker, but at the commencement of each season the farm-owner shall equip the shed with leg ropes and a shed shovel.

14. The share-milker shall pay power-costs for milking, but it shall be the duty of the farm-owner to supply adequate facilities for boiling water, and to pay half power and fuel costs for same.

15. The farm-owner shall have the right to determine the factory or company to be supplied, and whether milk or cream shall be supplied.

16. The cost of seed and manure for supplementary and/or winter crops shall be borne by the farm-owner, and the work shall be done by the share-milker.

17. General farm-work which shall be done on the farm shall be outlined in writing at the commencement of the contract by the farm-owner and carried out by the share-milker. Stumping, clearing, erection of new fences, and generally breaking in rough farmland to be the responsibility of the farmer, and not to be

included as general farm-work. Where work which is the responsibility of the share-milker is not carried out satisfactorily, the owner, after giving reasonable notice in writing to the share-milker, shall have the right, if it is not performed by the share-milker, to have the work done at the expense of the share-milker. Where through sickness or otherwise the share-milker is unable to carry out his part of the agreement, he shall give notice in writing to the farm-owner so that arrangements can be made to carry out the work. In the event of any dispute regarding the matters contained in this clause, the matter shall be referred to arbitration.

18. Cost of manure for maintenance purposes, including cartage, shall be borne by the farm-owner.

19. The additional labour required for hay and ensilage making for the herd shall be provided by the share-milker and farm-owner equally.

20. The farm-owner shall provide adequate water for stock, sheds, and household purposes. Where satisfactory drinking-water for domestic use cannot be obtained from other sources, sufficient tank accommodation for the collection of rain-water shall be made available at the house of the share-milker. The farm-owner shall pay actual cost of power for pumping water for stock, sheds, and household purposes.

21. Except as hereafter provided, fences, drains, and hedges to be maintained in a satisfactory state of repair by the share-milker, but the cost of trimming any hedge which has not been trimmed within three years shall be borne by the farm-owner. Temporary subdivision fences shall be erected by the share-milker with material supplied by the farm-owner. New permanent subdivision fences shall be erected and paid for by the farm-owner who shall supply all the necessary material. Where drains exceed a length of 1 chain per cow milked, the cost of cleaning the additional length of drains shall be borne on a fifty-fifty basis by the share-milker and the farm-owner, but the responsibility of the share-milker in this respect shall not apply in the case of drains which do not directly drain that portion of the property on which the dairying operations are carried on.

22. Farm-owner shall pay for all herd-testing, including tester's board at 2s. per item.

23. The share-milker shall provide and shall have complete control of all labour to be engaged by him.

24. The share-milker shall bear his proportion of deduction in connection with the grading of milk and cream except in the case of proved neglect, when the responsible party shall bear the whole of such deductions.

25. Farm-owner shall supply all medicines, &c., for the health of stock, same to be used by share-milker as directed. Share-milker shall take all necessary precautions to prevent disease in the herd, and in case of disease shall notify farm-owner immediately, but shall not be held responsible for disease or replacements of stock rendered necessary owing to disease, &c., but due to no neglect or fault of the share-milker. A suitable locker shall be installed in a convenient place.

26. The share-milker shall take all reasonable care to prevent the spread and/or introduction of noxious weeds, the cost of material to be borne by the farm-owner.

27. Share-milker shall whitewash sheds when required by the farm-owner, but not more often than once yearly except at the expense of the farm-owner. Nevertheless, in cases of supply to towns or institutions the shed shall be maintained according to the requirements of the appropriate authorities, the material only to be supplied by the farm-owner. There shall be lavatory accommodation within reasonable distance of the milking-sheds.

28. No additional stock (except replacement stock up to 25 per cent. annually), including sheep, shall be grazed on milking paddocks used by the share-milker except by mutual consent, which consent shall not be unreasonably withheld, and all culls shall be removed from milking paddocks within one month from the date of culling. The share-milker and the farm-owner each to have the right to run up to fifteen sheep for killing purposes.

29. Milking must be efficiently carried out, and the farm-workers shall be competent, but the number and sex to be employed shall be mutually agreed upon between the farm-owner and the share-milker.

30. Share-milker's share of the cheque without any unauthorized deduction shall be paid by farmer direct into share-milker's banking account, or direct to the share-milker, accompanied by copy of monthly statement in either case; settlement to be made within three days of receipt of money by the farm-owner.

31. All moneys due to the share-milker for pigs sold in farm-owner's name by share-milker shall be paid over to the share-milker by the 25th of the month following the sale of same. A statement of all pigs sold to be supplied to the share-milker.

32. If either party does not propose to enter into another contract for a further period, notice thereof shall be given in writing to the other party not less than one month prior to the expiry of the current contract.

33. Farm-owner shall pay all droving fees.

34. The stipulated number of cows to be milked shall be stated in writing, including the words "and not less than." Such stipulated number of cows shall be in-calf cows or heifers, and shall not include cows which prove at calving to have lost two or more quarters.

35. The owner shall have the right at any time during the continuance of this agreement to sell the said land or any part thereof and cancel this agreement, in which case the share-milker shall be entitled to receive from the owner an amount equal to the share-milker's proportion of the value of the estimated butterfat for the balance of the season, including deferred or final payment or bonus. In the event of the owner and the milker failing to agree as to this estimated amount of butterfat, the previous year's production shall be taken as a basis. The total production of butterfat in the previous season for the months in question shall be divided by the number of cows milked during these months giving for the purposes of this agreement a standard production per cow which, multiplied by the number of cows being milked at the time of the sale, will be taken as the amount of butterfat for which payment as above shall be made.

36. A suitable area of ground shall be attached to the accommodation of sufficient size for the share-milker to grow vegetables for his own use. Such area shall be enclosed against cattle and pigs, and where live hedges are planted around the house such hedges shall be maintained by the share-milker.

37. The farm-owner shall decide, after consultation with the share-milker, when the cows are to be dried off.

38. In the event of a dispute arising out of the terms of the contract, each party shall, within thirty days of either party giving notice in writing to the other, proceed to arbitration. Each party shall appoint an arbitrator who shall decide, but in the event of their being unable to agree the arbitrators shall appoint a third party, whose decision shall be final. In the event of the arbitrators being unable to agree on the third party to be appointed, the dispute shall be referred to the Department of Labour, which shall, in collaboration with the Department of Agriculture, appoint a person with the requisite specialized knowledge to settle it.

39. There shall be no reduction during the period of the contract of the area available to the herd except by mutual agreement in writing.

40. In cases where pedigree stock is raised there shall be a mutual agreement entered into between the farm-owner and the share-milker whereby the share-milker shall be recompensed for the extra cost incurred by him.

41. The farm-owner shall, during the continuation of the agreement, insure and keep insured the share-milker and all the workers employed by the farm-owner against any claims under the Workers' Compensation Act, 1922, and its amendments, and shall, when required so to do, produce within thirty days to the share-milker the policy of such insurance, and the receipt for the premiums from time to time payable thereunder, and in case the farm-owner shall make default in so doing, or shall fail to effect or keep such insurance continued, then the share-milker may, if he thinks fit, effect such insurance or pay the premiums thereunder either in his own name or in the name of the farm-owner, and may recover from the farm-owner all the moneys paid for effecting such insurance or renewal thereof.

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42. When the share-milker agrees to perform work outside the scope of the Share-milkers' Agreement, he shall be paid at a rate to be mutually agreed upon in writing, but in no case shall such rate be less than 2s. 6d. per hour, and settlement for any such work shall be made quarterly. Except by agreement with the farm-owner, the share-milker shall not undertake work outside the farm.

43. Bath to be provided at share-milker's house, with arrangements for hot water adjacent thereto.

44. Suitable first-aid appliances shall be provided, the recommended contents of a first-aid outfit are :—

Antiseptic solution with directions for use. (A 4 oz. bottle of Lysol is suggested, and, in addition, an 8 oz. bottle of weak tincture of iodine.)

One yard packet of plain absorbent gauze.

One 4 oz. packet of absorbent cotton-wool.

One 2 oz. packet of plain lint.

Half-dozen 2 in. by 6 yard white open-weave bandage.

4 oz. bottle of 1-per-cent. picric acid for burns.

One 2 oz. tin of boracic ointment.

One spool adhesive Z.O. plaster 2 inches by 5 yards.

1 pair of scissors, 5½ in., blunt points.

One dozen safety pins.

One triangular bandage.

First-aid outfit to be supplied by farm-owner.

45. Reasonable facilities shall be given by the farm-owner or his agent to the union organizer or other official of the union to enable him to transact all business of the union.

46. Each farm-owner shall provide free grazing for one horse for share-milker's own personal use.

C. A. JEFFERY,
Clerk of the Executive Council.

Issued under the authority of the Regulations Act, 1936.

Date of notification in *Gazette* : 19th day of October, 1944.

These regulations are administered in the Department of Labour.