

**Serial Number 1946/156**



**THE SHARE-MILKING AGREEMENTS ORDER 1946**

B. C. FREYBERG, Governor-General

**ORDER IN COUNCIL**

At the Government House at Wellington, this 4th day of  
September, 1946

Present :

HIS EXCELLENCY THE GOVERNOR-GENERAL IN COUNCIL

PURSUANT to the Share-milking Agreements Act, 1937, as amended by section 75 of the Statutes Amendment Act, 1945, His Excellency the Governor-General, acting by and with the consent of the Executive Council, and being satisfied that the revocation hereby effected of the terms and conditions set out in the Schedule to the Share-milking Agreements Order 1944\* has been agreed to by the New Zealand Farmers' Union and the New Zealand Workers' Industrial Union of Workers (hereinafter called the said organizations), and that the terms and conditions set out in the Schedule hereto and the date from which this Order in Council shall operate have been agreed to by the said organizations or have been recommended by the Court of Arbitration, doth hereby order as follows :—

1. This Order may be cited as the Share-milking Agreements Order 1946.
2. The terms and conditions set out in the Schedule to the Share-milking Agreements Order 1944\* are hereby revoked, and the terms and conditions set out in the Schedule hereto substituted therefor.
3. This Order shall apply only in cases where the farm-owner provides the herd.
4. This Order shall operate on and from the 4th day of September, 1946.

\* Statutory Regulations 1944, Serial number 1944/146, page 405.

## SCHEDULE

Standard Terms and Conditions of Share-milking Agreement (applicable only in Cases where the Farm-owner supplies the Herd) as settled on behalf of the New Zealand Farmers' Union and the New Zealand Workers' Industrial Union of Workers

## PART I

*Where the Share-milker's Duties comprise only Care and Feeding of Stock and Milking*

1. Any agreement shall be operative for 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 and the number of cows producing these figures. Further, the farm-owner shall have inserted in the agreement the minimum number of cows to be milked and the minimum quantity of manure to be applied in any one season. A schedule of service dates is to be supplied by the previous milker.
3. Share-milkers whose duties comprise only milking and care, feeding of stock, including pigs, shall receive not less than 29 per cent. of milk and cream cheques and deferred payments. He shall not contribute towards the payment of any shares nor receive any benefit from the share bonus unless mutually agreed upon.
4. The farm-owner shall provide an efficient bull paddock, and the share-milker shall undertake care and custody of the bull or bulls. The farm-owner shall be responsible for wandering bulls or other stock if he fails to maintain fences in a proper condition.
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 weaned at a time to be mutually agreed upon, and shall be valued during January or February, as may be mutually agreed upon. The farmer is to take over calves at that date. Weaned calves are to be grazed according to the farm-owner's direction.
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. The farm-owner has the right of selecting the calves to be reared.
8. Both parties shall pay equally all costs of breeding-sows and other pigs, including cost of supplementary feed purchased, carting, and commission. When the farm-owner and share-milker mutually agree to plant crops for the specific purpose of pig feed, the share-milker shall perform any work necessary in planting and harvesting such crops, the farmer to supply all necessary seeds, manure, and implements and fencing material.
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. 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. The number of breeding-sows to be run is to be mutually agreed upon between the farm-owner and share-milker at the commencement of the season.
10. The farm-owner shall provide motor-lorry or horse conveyance for the purpose of carting milk to the factory. Costs of benzine, oil, tires, registration, and maintenance to be borne by the farm-owner.
11. The share-milker is responsible for installing new claw tubes, inflations, and milk rubbers at the termination of an agreement, and all other rubberware shall be left in a satisfactory condition.
12. Buckets and brushware shall be supplied by the milker, but at the commencement of each season the farm-owner shall equip the shed with leg ropes and a shed shovel.
13. 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 the power and fuel costs for same. In cases where separate meters are not installed half the old flat rate shall be paid by the farm-owner.
14. The farm-owner shall have the right to determine the factory or company to be supplied, and whether milk or cream shall be supplied.
15. The cost of manure and lime for maintenance purposes, including cartage, shall be borne by the farm-owner.

16. (1) 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. The share-milker shall be responsible for minor repairs in connection with maintenance of the water system. Material used to carry out minor repairs shall be paid for by the farm-owner.

(2) A separate meter shall be provided to determine the power used for milking. Until separate meters are installed payment on the basis of £6 15s. per 100 cows milked shall be made by the farm-owner for supply of water for stock.

17. The farm-owner shall pay for all herd testing, including tester's board at 2s. 6d. per item, the share-milker to fully co-operate in this work.

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

19. 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.

20. Farm-owner shall supply all medicines, &c., for the health of the 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 the 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.

21. Share-milker shall whitewash, or otherwise treat, sheds when required by the farm-owner, but not more than once yearly, except at the expense of the farm-owner. Nevertheless, in case 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.

22. 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 ten sheep for killing purposes, for domestic use only.

23. 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.

24. 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 a copy of monthly statement in either case; settlement to be made within three days of receipt of money by the farm-owner. In the event of the farm-owner not making payment to the share-milker within a period of fourteen days from receipt of the monthly cheque the farm-owner shall add an amount of 5 per cent. to the share-milker's portion.

25. 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. In the event of the farm-owner not making payment to the share-milker within fourteen days of the date specified in this clause, the farm-owner shall add to the share-milker's portion an amount equal to 5 per cent. of half the proceeds of the sale of pigs. It shall be a breach of this agreement on the part of the share-milker to sell pigs or calves in any but the farm-owner's name.

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

27. Farm-owner shall pay all droving fees.

28. 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 be unsound in two or more quarters and do not come into profit within a reasonable time.

29. 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 thereupon to cancel this agreement. In such case the share-milker shall be entitled to receive from the owner the share-milker's proportion of the actual deferred or final payment

or bonus unpaid on butterfat produced during the season up to the date on which the cancellation shall take effect, together with an amount equal to the share-milker's net proportion of the value of the estimated butterfat for the unexpired period of the season, including deferred or final payment or bonus thereon. 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 those months in the previous season, giving for the purposes of this agreement a standard of production per cow. If the owner shall not have been dairying on the said land during the previous year, the standard production per cow for the purposes of this agreement shall be deemed to be declared average production per cow supplied during the said months in the previous year to the owner's dairy factory from all its suppliers. From the estimated gross value of the standard production per cow shall be deducted the estimated cost of production per cow by way of labour charges, and shed expenses, power charges, and otherwise, and the difference shall be multiplied by the number of cows milked at the date on which the cancellation shall take effect.

30. A suitable area of ground shall be attached to the accommodation and shall be of sufficient size for the share-milker to grow vegetables for his own use and provide adequate space for drying grounds. Such area shall be securely fenced against all stock. Where live hedges are planted round the house enclosure, such hedges shall be maintained by the share-milker. The share-milker shall be responsible for any obvious damage done to the house or associated outbuildings during his occupation.

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

32. 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.

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

34. 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.

35. 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 on the said land against any claims under the Workers' Compensation Act, 1922, and its amendments, and shall, when required to do so, 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.

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

36. 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. 9d. per hour, and settlement for any such work shall be made monthly.

37. (1) The farm-owner shall provide and maintain in good order and condition suitable accommodation for the share-milker and his employees. Such accommodation shall consist of adequate living-rooms, bedrooms, bathroom,

washhouse, and lavatory. Hot water shall be laid on to the kitchen sink. The bathroom shall be equipped with bath and hand-basin (other than tin), to which shall be laid hot and cold water. The washhouse shall be equipped with tubs and set-in copper, over which shall be laid the cold water. Where electric power is on the farm all accommodation shall be connected and electric light installed. The cost of power for domestic lighting shall be borne by the share-milker.

(2) Where the operation of this clause in respect to the installation of electric power creates hardship because of excessive distance of accommodation from the supply-line the representatives of the New Zealand Workers' Union and the Farmers' Union shall confer for the purpose of deciding whether installation of power is reasonable.

38. Suitable first-aid appliances shall be provided, the recommended contents of the 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 yards white open wove 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 in. 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.

39. Each farm-owner shall provide free grazing for one horse for share-milker's own personal use, racehorses and brood mares excluded.

40. It is the responsibility of the farm-owner to keep drains in good order.

41. A milker shall keep yards, sheds, and all utensils and appliances used for the purpose of this agreement clean. Further, he shall daily sterilize all parts which require sterilizing and generally operate at all times the whole plant in a skilful and workmanlike manner. A milker shall maintain at all times such a standard of cleanliness and efficiency as will ensure the highest value for milk and cream supplied to factory. Any proved loss due to the carelessness of share-milker shall be met by the share-milker, provided that share-milker shall not be responsible for any diminution in value from causes beyond his control. In case of failure to agree, this matter shall be referred to arbitration.

42. 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.

## PART II

### *Where the Share-milker's Duties comprise Milking, Care and Feeding of Stock, and Farm-maintenance Work*

1. Any agreement shall be operative for the period specified.

2. Before entering into any agreement, share-milkers shall have made available to them the previous year's figures of production in writing, and the number of cows producing these figures. Further, the farm-owner shall have inserted in the agreement the minimum number of milking-cows to be milked and the minimum quantity of manure to be applied in any one season. A schedule of service dates is to be supplied by the previous milker.

3. Share-milkers whose duties comprise milking and care, feeding of stock, including pigs, and maintenance work shall receive not less than 39 per cent. of milk and cream cheques and deferred payments, after deduction of cartage of cream and milk. He shall not contribute towards the payment of any share nor receive any benefit from the share bonus unless otherwise 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 shall be responsible for damage done by wandering bull or bulls.

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 weaned at a time to be mutually agreed upon and shall be valued during January or February, as may be mutually agreed upon. The farm-owner to take over calves at that date. Weaned calves are to be grazed according to the farm-owner's direction.

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. The farm-owner has the right of selecting the calves to be reared.

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

9. (1) Farm-owners shall provide reasonable facilities for feeding, housing, and grazing all pigs, such reasonable facilities to include separate house for each breeding-sow. 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.

(2) The number of breeding-sows to be run is to be mutually agreed upon between the farm-owner and the share-milker at the commencement of the season.

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. 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. The farm-owner shall provide all implements, plant, and equipment for the efficient working of the farm. 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 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 dispute, a competent person shall be appointed acceptable to both parties to examine the equipment and decide the responsibility for payment.

12. The share-milker is responsible for installing new claw tubes, inflations, and milk rubbers at the termination of a contract, and all other rubberware shall be left in a satisfactory condition.

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. In cases where separate meters are not installed half the old flat rate shall be paid by the farm-owner.

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 at the appropriate time indicated by the farm-owner. Stumping, clearing, erection of new fences, and generally breaking in rough farm land 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 and lime for maintenance purposes, including cartage, shall be borne by the farm-owner.

19. The cost of additional labour required for hay and ensilage making, other than male workers normally employed by the share-milker, shall be borne equally between the farm-owner and share-milker. Any female worker employed by the share-milker who is required to assist with haymaking and ensilage making shall be regarded as additional labour and shall be paid the appropriate rate of pay provided in clause 42 hereof.

20. (1) 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 costs of power for pumping water for stock, sheds, and household purposes. The share-milker shall be responsible for minor repairs in connection with maintenance of the water system. Material used to carry out minor repairs will be paid for by the farm-owner.

(2) A separate meter shall be provided to determine the power used for milking. Until separate meters are installed, payment on the basis of £6 15s. per 100 cows milked shall be made by the farm-owner for supply of water to stock.

21. Except as hereinafter provided, fences, drains, and hedges which were in a satisfactory condition at the commencement of an agreement are to be maintained in a satisfactory state of repair by the share-milker. The cost of trimming any hedge which has not been trimmed within three years or the cost of restoring to order neglected wire fences or drains which have not been maintained in a satisfactory condition 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 by share-milker and farm-owner on a fifty-fifty basis, 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. When cleaning drains, work is to be commenced at the point of outlet.

22. Farm-owner shall pay for all herd-testings, including tester's board at 2s. 6d. per item. (The share-milker to fully co-operate on this work.)

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 the 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 the 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 of noxious weeds, the cost of material to be borne by the farm-owner. The farm-owner shall supply a suitable spraying-device where necessary.

27. Share-milker shall whitewash, or otherwise treat, sheds when required by the farm-owner, but not more than once yearly except at the expense of the farm-owner. Nevertheless, in cases of supply to towns or institutions, the sheds 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 shed.

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 ten sheep for killing purposes for domestic use only.

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 the farmer direct into the share-milker's banking account, or direct to the share-milker, accompanied by a copy of a monthly statement in either case, a settlement to be made within three days of receipt of money by the farm-owner. In the event of the farm-owner not making payment to the share-milker within a period of fourteen days from receipt of the monthly cheque, the farm-owner shall add an amount of 5 per cent. to the share-milker's portion.

31. All moneys due to the share-milker for pigs sold in the 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. In the event of the farm-owner not making payment to the share-milker within fourteen days of the date specified in this clause the farm-owner shall add to the share-milker's portion an amount equal to 5 per cent. of half the total proceeds of sale of pigs. It shall be a breach of this agreement on the part of the share-milker to sell pigs or calves in any but the farm-owner's name.

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 two months 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 be unsound in two or more quarters and do not come into profit within a reasonable time.

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 thereupon to cancel this agreement. In such case the share-milker shall be entitled to receive from the owner the share-milker's proportion of the actual deferred or final payment or bonus unpaid on butterfat produced during the season up to the date on which the cancellation shall take effect, together with an amount equal to the share-milker's net proportion of the value of the estimated butterfat for the unexpired period of the season, including deferred or final payment or bonus thereon. 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 those months in the previous season, giving for the purpose of this agreement a standard of production per cow. If the owner shall not have been dairying on the said land during the previous year the standard production per cow for the purposes of this agreement shall be deemed to be the declared average production per cow supplied during the said months in the previous year to the owner's dairy factory from all its suppliers. From the estimated gross value of the standard production per cow shall be deducted the estimated cost of production per cow by way of labour charges, shed expenses, power charges, and otherwise, and the difference shall be multiplied by the number of cows milked at the date on which the cancellation shall take effect.

36. A suitable area of ground shall be attached to the accommodation and shall be of sufficient size for the share-milker to grow vegetables for his own use and provide space for drying grounds. Such area shall be securely fenced against all stock. Where live hedges are planted round the house enclosure such hedges shall be maintained by the share-milker. The share-milker shall be held responsible for any obvious damage done to the house or associated out-buildings during his occupation.

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



42. When the share-milker agrees to perform work outside the scope of the Share-milker's 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. 9d. per hour, and settlement for any such work shall be made monthly. Except by agreement with the farm-owner, the share-milker shall not undertake work outside the farm.

43. (1) The farm-owner shall provide and maintain in good order suitable accommodation for the share-milker and his employees. Such accommodation shall consist of adequate living-rooms, bedrooms, bathroom, washhouse, and lavatory. Hot water shall be laid on to the kitchen sink. The bathroom shall be equipped with bath and hand-basin (other than tin), to which shall be laid hot and cold water. The washhouse shall be equipped with tubs, over which shall be laid cold water. A set-in copper, suitable for boiling water, shall be installed in the washhouse. Cold water shall be laid on to the copper. Where electric power is on the farm, all accommodation shall be connected and electric light installed. The cost of power for domestic lighting shall be borne by the share-milker.

(2) Where the operation of this clause in respect of the installation of electric power creates hardship, because of excessive distance of the accommodation from the supply line, the representatives of the New Zealand Workers' Union and the Farmers' Union shall confer for the purpose of deciding whether installation of power is reasonable.

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 yards 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 in. 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, racehorses and brood mares excepted.

W. O. HARVEY,  
Clerk of the Executive Council.

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These regulations are administered in the Department of Labour.