

(4113.) WELLINGTON DAIRYMEN'S EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Wellington Dairy Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):

August, J. E., dairyman, Waiwetu Road, Lower Hutt.

August, George, dairyman, Taita.

Bodley, H., and Sons, dairymen, 207 Grant Road, Wellington.

Bramley, J., dairyman, Johnsonville.

Bentley, J., and Son, dairymen, Waiwetu Road, Lower Hutt.

Cathcart, J., dairyman, Johnsonville.

Cavanagh, T., dairyman, Kaiwarra.

Chisholm, H., dairyman, Adelaide Road, Wellington.

Cook, D., dairyman, Kilbirnie.

Cairns, J., dairyman, Brunswick Road, Lower Hutt.

Capping, A., dairyman, Friar's Lane, Lower Hutt.

Fletcher, J., dairyman, Horokiwi Road, Lower Hutt.

Fyffe Bros., dairymen, Seatoun.

Galloway, W., dairyman, 50 Kent Terrace, Wellington.

Goldstein, B., dairyman, 241 Riddiford Street, Wellington.

- Green, F. E., dairyman, Angus Avenue, Wellington.
 Gordon, J., dairyman, Seatoun Road, Kilbirnie.
 Gledhill, W., dairyman, 200 Jackson Street, Petone.
 Henry, W. G., dairyman, Jackson Street, Petone.
 Hogg Bros., dairymen, Johnsonville, Wellington.
 Inglis, James, dairyman, Waterloo Road, Petone.
 Jepson, J., dairyman, 54 Adelaide Road, Wellington.
 Johannsen, E. O., dairyman, Karori.
 Karori Milk Supply Company, dairymen, Tinakori Road,
 Wellington.
 Kettlewell, F., dairyman, Tasman Street, Wellington.
 Lewer, A., dairyman, Karori.
 Monk, G., dairyman, Makara.
 Munro and Moffatt, dairymen, Ghuznee Street, Wellington.
 McGill, Rose, dairy, Kelburn, Wellington.
 Mills, J., dairyman, 104 Aro Street, Wellington.
 Murray, J., dairyman, Horokiwi Road, Petone.
 Morgan, J., dairyman, 76 Rintoul Street, Wellington.
 Nutricia Milk Company, dairymen, Dixon Street, Well-
 ington.
 Noziac, F., dairyman, Lyall Bay Road, Wellington.
 Orsborne, E., dairyman, Aro Street, Wellington.
 Oswald, J., dairyman, Johnsonville.
 Oswald, A., dairyman, Waiwetu Road, Lower Hutt.
 Parker and Yates, dairymen, 460 Adelaide Road, Wel-
 lington.
 Reed Bros., dairymen, Dixon Street, Wellington.
 Russell, A., dairyman, Russell Terrace, Wellington.
 Rea, J., dairyman, Taita.
 Resteaux, L., dairyman, Island Bay.
 Sharpe, M. B., dairyman, 16 High Street, Petone.
 Slack, A. J., dairyman, Riddiford Street, Wellington.
 St. Romain, A. B., dairyman, Moxham Avenue, Kilbirnie.
 Stavely and Waite, dairymen, Minerva Street, Wellington.
 Sullivan Bros., dairymen, Majoribanks Street, Wellington.
 Telford, J., dairyman, Seatoun.
 Telford, J., dairyman, Miramar.
 Walker, H., dairyman, Lyall Bay.
 Wardell, A., dairyman, South Karori.
 Wickman, Mrs. A., dairy-proprietress, Parkvale Road,
 Karori.
 Whiteman Bros., dairymen, Roseneath, Wellington.
 Wellington Dairy Company, dairymen, Elizabeth Street,
 Wellington.

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 the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 30th day of August, 1915, and shall continue in force until the 29th day of August, 1918, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 24th day of August, 1915.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. (a.) The hours of work shall not exceed fifty per week for drivers (exclusive of the time required for necessary attendance to horses, which shall not exceed seven hours in any one week), and fifty-two per week for all other classes of workers.

(b.) On Sundays, Wednesdays, and the holidays mentioned in clause 7 there shall be one delivery only.

(c.) Where men other than drivers are employed by any firm such men may arrange their half-holiday with the management of the firm for any working-day in the week. Where the exigencies of the business require it a van-driver may arrange his half-holiday in a similar manner. It shall also be competent for such workers to arrange amongst themselves to work a double shift so as to enable one-half of the workers to have a full day off alter-

nately on Sundays and Wednesdays, but the time so worked in relieving shall not be included in the number of hours worked as overtime.

Wages.

2. (a.) The minimum rate of wages shall be £2 15s. per week (dry pay); or

(b.) Each worker may agree with his employer to receive a minimum rate of £2 12s. 6d. per week, and shall also receive one quart of milk daily.

Overtime.

3. Overtime shall be paid for any time worked in excess of the hours mentioned in clause 1 hereof at the following rates: Time and a quarter for the first two hours, and double time thereafter, except that in the case of train delays or of accident no overtime be paid for.

Terms of Engagement.

4. (a.) The engagement shall be deemed to be a weekly employment, and no deduction shall be made from the weekly wages except for time lost through the worker's sickness or default.

(b.) One week's notice in writing of the termination of the employment shall be given on either side.

(c.) The provisions of this clause shall not apply to the engagement or dismissal of learners.

Learners.

5. When learners are employed in learning a round they shall be paid at a rate of not less than 5s. per day for the first week; afterwards they shall be paid the wages provided in clause 2.

Assistants.

6. (a.) Assistants up to the age of eighteen years may be employed at the rate of not less than £1 per week to assist drivers employed in the daily delivery of milk, and in the following proportion: When one driver is employed, one assistant; when two drivers are employed, one assistant; when three drivers are employed, one assistant; when four drivers are employed, two assistants; when five drivers are employed, two assistants; when six drivers are employed, two assistants; when seven drivers are employed, three assistants; when eight drivers are employed, three assistants; when nine drivers are employed, three assistants; when ten drivers are employed, four assistants. In factories or dairies one assistant may be employed to every two workers fully employed or fraction of first two.

(b.) Not more than four assistants shall be employed by any employer to assist drivers.

(c.) No driver employed shall allow any boy or youth other than the assistant employed by the employer upon his cart or to assist him in the delivery of milk.

Holidays.

7. (a.) The following days shall be worked as Sundays: Christmas Day, Boxing Day, New Year's Day, Easter Monday, Good Friday, King's Birthday, Anniversary Day, and Labour Day. If any of the above days shall fall on a Sunday then the following day shall be observed as the holiday.

(b.) All employees shall be allowed one week's holiday on full pay each year after the completion of twelve months' service.

(c.) If a worker is employed for more than six months and not exceeding twelve months with an employer he shall be entitled to a proportionate allowance of holidays except when discharged for misconduct.

(d.) On Wednesdays and Sundays and the holidays mentioned in clause 7 (a) the time shall be unbroken. This clause shall only apply to roundsmen.

Payment of Wages.

8. All wages, including overtime, shall be paid weekly.

Board and Lodging.

9. An employer may enter into an agreement with a driver to provide him with suitable board and lodging, and to deduct the price thereof from his wages at a rate not exceeding £1 per week.

Preference.

10. (a.) Employers shall have a free hand in the engagement of their workers. Should any worker be employed at the date of the coming into operation of this award or should any worker be subsequently engaged who is not a member of the union, then such worker shall become a member within fourteen days after having received a request from the secretary of the union, and he shall remain a member so long as he continues in such employment.

(b.) Provided that the rules of the union shall permit any person of good character to become a member without ballot or other election, and upon payment of an entrance fee not exceeding 5s. and subsequent contributions not exceeding 5s. per quarter, and to be paid in advance.

Scope of Award.

11. The operation of this award is limited to an area lying within twenty-five miles from the Chief Post-office in the City of Wellington.

Exemptions.

12. Persons, firms, and companies carrying on business as milk-vendors at Petone and Lower Hutt and who are parties to this award shall be exempted from all the provisions of the award conditionally that they shall not enter into competition in the City of Wellington or its immediate suburbs with those vendors who carry on business in this industry in the said city or suburbs.

Term of Award.

13. This award shall come into force on the 30th day of August, 1915, and shall continue in force until the 29th day of August, 1918.*

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 24th day of August, 1915.

T. W. STRINGER, Judge.

MEMORANDUM.

This award is based upon the recommendations of the Conciliation Council, which the parties agreed to accept. The preference clause is one agreed on by the parties, and is in a form which the Court would not have imposed upon unwilling employers.

T. W. STRINGER, Judge.
