

(5471.) NORTHERN DISTRICT CREAMERIES AND CHEESE AND BUTTER FACTORIES' EMPLOYEES (PASTEURIZING AND DISTRIBUTING DEPOTS).—AWARD.

In the Court of Arbitration of New Zealand, Northern 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 Auckland Creameries and Cheese and Butter Factories' Employees' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

Amburys Limited, Milk-vendors, Hopetoun Street, Newton, Auckland.

Farmers' Co-operative Milk-supply Company (Limited), Milk-vendors, Arthur Street, Newmarket, Auckland.

London Dairy Company, Milk-vendors, Carlton Road, Newmarket, Auckland.

Marbeck, E., Milk-vendor, care of Auckland Milk Company (Limited), Arthur Street, Newmarket, Auckland.

Stonex Bros., Milk-vendors, Edinburgh Street, Auckland.

Takapuna Dairy Company, Milk-vendors, Victoria Road, Devonport, Auckland.

Wallbank, A. B., Milk-vendor, Edendale Road, Auckland.

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, 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 as hereinafter provided, and shall continue in force until the 1st day of October, 1920, 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 20th day of October, 1919.

T. W. STRINGER, Judge.

SCHEDULE.

*Hours of Work.*

1. Motor-drivers and horse-drivers, fifty-six hours per week; all other workers, fifty-two hours per week.

*Wages.*

2. (a.) Second-class engine-drivers, £4 5s. per week; men in charge of machinery where an engine-driver's certificate is not required, £3 15s. per week; workers employed on pasteurizers, separators, clarifiers, or receiving or dispatching of milk or cream, £3 15s. per week; motor-lorry drivers, £4 per week; horse-drivers (one horse), £3 15s. per week; horse-drivers (two or more), £4 per week; all others, £3 10s. per week.

(b.) Youths may be employed, at not less than the following wages: Under sixteen years of age, £1 5s. per week; sixteen to seventeen years of age, £1 10s. per week; seventeen to eighteen

years of age, £1 15s. per week; eighteen to nineteen years of age, £2 10s. per week; nineteen to twenty years of age, £3 per week. The proportion of youths to be one to three or fraction of three men fully employed.

(c.) Casual labour may be employed at the rate of 1s. 6d. per hour.

*Payment of Wages.*

3. (a.) All wages shall be paid weekly.

(b.) No deduction shall be made from the wages provided in clause 2 hereof for any cause save for time lost through default of the worker or his sickness.

*Overtime.*

4. All work done in excess of the hours prescribed in clause 1 hereof shall be paid for at the rate of time and a half.

*Holidays.*

5. Every worker shall be allowed two weeks' holiday on full pay for each complete year of service, and a holiday of proportionate duration shall be allowed to every worker who shall have worked not less than two months.

*Piecework.*

6. Piecework shall not be allowed.

*Accommodation.*

7. Accommodation to the satisfaction of the Inspector of Factories shall be provided for workers to change and dry their clothes and have their meals.

*Termination of Employment.*

8. One week's notice given on either side shall be sufficient to terminate employment, when all wages due shall be paid.

*Accidents.*

9. A modern first-aid emergency case, fully equipped, shall be kept in a convenient and accessible place.

*Preference.*

10. (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 the foregoing 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.

*Under-rate Workers.*

11. (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 Factories 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.

*Matters not provided for.*

12. Any dispute in connection with any matter not provided for in this award 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, if dissatisfied with the decision of the 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.*

13. Northern Industrial District.

*Term of Award.*

14. This award so far as relates to wages shall come into force as from the 1st day of October, 1919, and so far as all the other provisions of this award are concerned it shall come into force on the date hereof, and this award shall continue in force until the 1st day of October, 1920.

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 20th day of October, 1919.

\_\_\_\_ T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendations of the Conciliation Council, which the parties agreed to accept.

T. W. STRINGER, Judge.

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