

(8235.) WELLINGTON DAIRY 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") :—

Wellington.

Ahradsen, A. E. W., Ohariu Valley.
 Alpin, A. S., Ngaio.
 Anderson, L. E., Makara.
 Archibald, Mrs. S., Margaret Street, Wadestown.
 Beavis, A. R., 377 Happy Valley Road.
 Beavis, E., Happy Valley.
 Benge, A. D., Happy Valley.
 Best Bros., Ohariu Valley.
 Bowler, S., Makara.
 Bradnock, G., South Karori.
 Bruce, G., Johnsonville.
 Catley, A., Makara.
 Duffy, C. J., Moxham Avenue, Hataitai.
 Elliott and Son, 114 Mitchell Street.
 Elliott, E., Happy Valley Road.
 Feely, Mrs. M., Jackson Street, Island Bay.
 Fitchett, E. A., Ohiro Farm, Brooklyn.
 Hansen and Gower, Ohariu.
 Horrobin Bros., Ohariu.
 Hosking, E. A., Johnsonville.
 Howan, S., 89 Derwent Street, Island Bay.
 Howan, W. C., 162 Russell Terrace.
 Hull, W. E., Miramar.
 Jervis, H., North Makara.
 Knight, S., Severn Street, Island Bay.
 Lambert, A., Wilton Road, Northland.
 Lewer, A. A., Mount Pleasant.
 Purchase, Mrs. E., Johnsonville.
 Rialto Company, Box 281, Wellington.
 Roberston, Mrs. A., Happy Valley.
 Scholes, Mrs. O. L., 41 Webb Street.
 Sievers, A., Makara.
 Stephens, H. R., Miramar.
 Steward, J., 20 Mersey Street, Island Bay.
 St. Romain, I. A., "The Farm," Broadway, Miramar.
 Styles, S. S., Box 8, Johnsonville.
 Sykes, I., Campbell Street, Karori.

Tarr, Mrs. D. M., Makara Hill.
 Telford, W., 5 Tahiti Street, Miramar.
 Trotter, W. J., Makara.
 Welling, G. A., Donald Street, Karori.
 Wellington City Council, Town Hall, 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 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 1st day of March, 1927, 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 affixed, and the Judge of the Court hath hereunto set his hand this 16th day of June, 1925.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. (a.) Depot hands and drivers : The hours of work shall not exceed forty-eight per week of six days ; an interval of twenty minutes

for refreshments shall be allowed between the first four and five hours' work : Provided that from the 1st day of September to the 30th day of April (inclusive) the weekly hours of work shall be forty-four.

(b.) Roundsmen ; The hours of work shall not exceed forty-six per week of six days.

(c.) In the case of depot hands not more than ten hours, to be worked within fourteen hours from the time of starting work each day, shall be worked on any day without payment of overtime.

(d.) Subject to the foregoing provisions, the hours of work in the case of depot hands and drivers shall be determined by the employer according to the exigencies of the business.

(e.) In the case of employers employing less than six workers the hours of work shall be forty-four per week of seven days.

Holidays.

2. (a.) Workers required to work on Christmas Day and Good Friday shall receive one extra day's pay, and workers required to work on New Year's Day, Easter Monday, Sovereign's Birthday, Labour Day, Boxing Day, Anniversary Day, and Anzac Day shall receive an extra half-day's pay.

(b.) Every worker shall be allowed a fortnight's holiday per annum on full pay on completion of twelve months' service, and a holiday of proportionate duration shall be allowed to every worker who has worked not less than two months in the case of his leaving the employment.

(c.) Any worker called back on his day off shall be paid time and a half for the first four hours worked, and double time thereafter, with a minimum of four hours' pay.

Wages.

3. (a.) Except as otherwise provided, all workers employed shall be paid not less than £4 4s. per week, with one quart of milk per day. Relieving roundsmen shall be paid not less than £4 10s. per week, with one quart of milk per day.

(b.) Motor-drivers other than roundsmen shall be paid not less than the minimum rates of wages prescribed by the Drivers' award for the time being in force, and shall receive payment for extra attendance to vehicles as provided in that award, and shall also receive one quart of milk per day.

(c.) Casual workers employed for less than one week shall be paid not less than 2s. per hour.

(d.) This award shall not apply to laboratory assistants and foremen.

(e.) Workers employed by employers (other than the City Council) who are employed on a seven-day week of forty-four hours shall be paid £4 12s. 6d. a week and shall also receive one quart of milk per day.

Learners.

4. New hands may be employed at 10s. per day for not more than seven days to enable them to learn the round. Thereafter they shall be paid not less than the minimum wages prescribed by this award.

Youths.

5. Youths, in the proportion of one to three adult workers employed in the depot, may be employed in the depot, if not under eighteen years of age, at the following weekly rates of pay—namely, up to twenty years of age, £2 14s. per week; twenty to twenty-one years of age, £3 9s. per week.

Overtime.

6. (a.) All time worked in excess of the weekly hours provided in clause 1 shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b.) Any time worked in excess of or outside the daily hours provided in subclause (c) of clause 1 hereof shall be paid for at the rate of time and a half for the first four hours and double time thereafter, notwithstanding that the full weekly hours may not have been worked.

Conditions of Employment.

7. (a.) One week's notice in writing of termination of the employment shall be given by either side, but this shall not prevent summary dismissal for good cause.

(b.) No deduction shall be made from the wages fixed by this award except for time lost by a worker through his sickness or default.

(c.) Unless otherwise agreed to in writing, wages, including overtime, shall be paid weekly.

Equipment.

8. (a.) Two pairs of gum boots and two aprons per annum shall be supplied to can and vat washers and crate-stackers. In the case of temporary or relieving hands a supply of gum boots and aprons shall be available for their use, apart from those issued to workers permanently employed.

(b.) An accident outfit shall be supplied at depot and stables, and shall be obtainable by workers through the officer in charge.

(c.) Depot workers shall be required to perform their duties in uniforms, such uniforms to be of style, material, and colour approved by the employer. Uniforms shall be maintained by the workers in a good state of repair and clean condition to the satisfaction of the management. A uniform allowance of 1s. 6d. per week shall be paid to each depot worker.

Disputes Committee.

9. Any dispute in connection with any matter not provided for in this award shall be settled between the general manager (or other officer nominated by the Council) and the president or secretary of the union, and in default of any agreement being arrived at then such dispute shall be referred to the 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 the appeal.

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 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.

(c.) Employers shall, on application in writing, supply to the secretary of the union the names of all men in his employment coming within the scope of this award at intervals of not less than one month.

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 Awards of every agreement made with a worker pursuant hereto.

(e.) It shall be the duty of the employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Prohibition of Boy Labour.

12. The employment of casual boy-labour by either employee or employer is not allowed, and roundsmen are not permitted to have the assistance of children under eighteen years of age.

Exemption.

13. Any employer who employs only one worker at work coming within the scope of this award shall be exempt from the operation of the award, provided that such worker is not usually employed for a longer period than four hours a day in the delivery of milk ; such time shall count while engaged within the city boundary.

Scope of Award.

14. This award shall apply to all milk-vendors carrying on business within the City of Wellington or within two miles of the city.

Term of Award.

15. This award, in so far as it relates to wages, shall be deemed to have come into force on the 14th day of May, 1925, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof ; and this award shall continue in force until the 1st day of March, 1927.

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 16th day of June, 1925.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

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

[L.S.]

F. V. FRAZER, Judge.