

(8172.) AUCKLAND (TWENTY-MILES RADIUS) DAIRY EMPLOYEES.—  
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 Dairy Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereafter called "the employers") :—

- Amburys Limited, Karangahape Road, Auckland.
- Andrews, F., Dairyman.
- Andrews, W., Dairyman, St. Heliers Bay.
- Auckland Milk Company, Arthur Street, Newmarket.
- Bignall, F., Dairyman, Mount Albert Terminus.
- Blackhurst, W., Dairyman, Mangere.
- Blackwell, J., Dairyman, Bayswater.
- Blake, A., Dairyman, Peary Road, Mount Eden.
- Boyd and Son, Dairymen, Richmond Road, Grey Lynn.
- Carbines, F. and W., Dairymen, Carlton Gore Road, Auckland.
- Coates, R., 16 Carlton Gore Road, Auckland.
- Collier, J., Dairyman, Wairoa Road, Takapuna.
- Collins, T., Dairyman, Mount Roskill.
- Cook, F., Manukau Road, Onehunga.
- Coop, J. D., Dairy, Otahuhu.
- Cutts, C., Dairyman, Robertson Road, Mangere.
- Cutts, J., Dairyman, Onehunga.
- Davis, H. E., Dairyman, Mount Roskill.
- Davis, R., Dairyman, Mount Roskill.
- Dyer, H., Ada Street, Remuera.
- Edwards, Mrs. F., Milk-vendor, Fourth Avenue, Kingsland.
- Fitzjames, R. E., Glenmore Dairy, Kingsland.
- Freer, C., Dairyman, Greenwood's Corner, Epsom.
- Freestone, H., Dairy, Pitt Street, Auckland.
- Gay, W., Dairyman, Dominion Road, Auckland.
- George, T., Church Street, Onehunga.
- Green, J., 53 France Street, Auckland.
- Gregory, G. U., Melrose Road, Mount Roskill.
- Gregory, J., Dairyman, Great North Road, Grey Lynn.
- Hall, A. E., Corner Wellington and Union Streets, Auckland.
- Hill and Davies, Dairymen, Dominion Road, Auckland.
- Hill, J., Dairyman, "The Kopjes," Dominion Road.
- Horspool, E., 214 Great North Road, Auckland.
- Horspool, H., 38A Khyber Pass, Auckland.
- Hurdall, A. J., 59 Franklin Road, Ponsonby.
- Jones, J., Takapuna Racecourse, Devonport.
- Josey, H., 23 Manukau Road, Parnell.
- Langabeer, L., Dairyman, Richmond Avenue, Auckland.
- Langton, S., Dairyman, Hardington Street, Onehunga.

Lawrence, L., Dairyman, Point Chevalier, Auckland.  
 Lawrence, Mrs. T., Dairy, Mount Eden Road, Auckland.  
 Martin, E., Dairyman, Wellington Street, Auckland.  
 Masters, S., Dairyman, Market Road, Epsom.  
 McCray, L., Dairyman, Te Papa.  
 McCreavy Bros., Dairymen, Te Papa.  
 McFetteridge, W., Queen Street, Northcote.  
 McSweeney, T., Sale Street, Union Street, Auckland.  
 Mitchell, G., 23 St. Luke's Road, Mount Albert.  
 Moslem, G. F., Millian Street, Grey Lynn.  
 Murray, A., Dairyman, Manukau Road (opposite Tram Barn).  
 Neave, L., Dairyman, Hardington Street, Onehunga.  
 Orrell and Cocker, Dairy-manager, New North Road, Auckland.  
 Peck, C. M., Three Kings Dairy, Mount Roskill.  
 Pupuki Dairy Company, Hurstmere Road, Takapuna.  
 Quirk, Bombardier, Fort Cautley, Devonport.  
 Rumble, G., Dairyman, Newmarket.  
 Sadgrove, W., Clonburn Road, Remuera.  
 Stephens, W., Glenville Terrace, Parnell.  
 Stewart, D., Richardson Road, Mount Albert.  
 Stonex Bros., Edinburgh Street, Newton.  
 Takapuna Dairy Company, Victoria Road, Devonport.  
 Tansley, H. W., 2 Sheehan Street, Ponsonby.  
 Taylor, J., Argyle Street, Morningside.  
 Thomas, A., Williamson Avenue, Grey Lynn.  
 Thomas, D., Dairyman, Royal Oak.  
 Utting, C., 119 New North Road, Auckland.  
 Walker, R., Dairyman, Avondale.  
 Walsh, F., Cameron Street, Onehunga.  
 Wattam, J., Dairyman, Green Lane, Auckland.  
 Williamson, J., Uplands Road, Remuera.  
 Wood, A., 27 Surrey Crescent, Grey Lynn.  
 Wood, S., Glenmore, Green Lane.

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 5th day of April, 1926, 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 23rd day of April, 1925.

[L.S.]

F. V. FRAZER, Judge.

#### SCHEDULE.

##### *Delivery of Milk.*

1. There shall be only one delivery of milk per day.

##### *Minimum Wages.*

2. (a.) Where roundsmen are employed on a commission basis in addition to a weekly wage the employees shall receive a minimum weekly wage of £4 3s., and in addition to this sum they shall also be paid a commission, to be computed upon the average excess of moneys received for milk sold by them over and above the following basis, and at the rate of 20 per cent. upon such excess sums: When the milk is sold at 3d. per quart the basis shall be £13 10s.; when the milk is sold at 3½d. per quart the basis shall be £14 10s.; when the milk is sold at 4d. per quart the basis shall be £15 10s.; and so on in proportionate increases of £1 for each ½d. per quart increase in the price of milk. Such average shall be ascertained once in every four weeks.

(b.) The commission shall be paid every four weeks. In the case of rounds where the total weekly value of the milk sold is higher than the basis, should the cash collected during the four weeks be less than the basis such shortage shall be deducted from the cash collected during each succeeding four-weekly period until the shortage is made up: Provided that in the case of rounds where the weekly value of the milk sold is under the basis this provision shall not apply until after the total value of the weekly sales is higher than the basis.

(c.) Where roundsmen are employed in the delivery of milk in bottles the employees shall receive a minimum wage of £4 15s. per week of forty-eight hours.

(d.) When a milk-retailer is required to collect accounts other than his milk accounts, he shall receive an additional commission of 5 per cent. on the gross takings in respect of such accounts. This subclause shall not apply to those employees who are engaged under clause (c) hereof.

(e.) All wages shall be paid not later than Wednesday of each week.

(f.) Each worker shall be supplied by his employer with one quart of milk per day free of charge.

(g.) On all rounds where the quantity of milk sold is in bottles averages 50 per cent. or over of the total sales, such round shall be deemed to be a "bottle round," and the worker shall be paid in accordance with the provisions of subclause (c) hereof.

#### *Work not provided for.*

3. All work done by any retailer other than retailing milk, cleansing cans in use by him, keeping such reasonable accounts and books of accounts in connection with his round as his employer may direct, and the proper care of horse, cart, and harness used by him, shall be considered overtime work, and shall be paid for at the rate of 2s. 6d. per hour.

#### *Exemptions.*

4. (a.) Workers solely engaged in delivering milk in wholesale quantities are exempt from the provisions of this award. "Wholesale quantities" shall mean 1 gallon and upwards.

(b.) Retailers earning commission engaged in delivering milk in wholesale quantities from 1 to 10 gallons daily shall be paid at the rate of 2d. per gallon.

(c.) Milk delivered in quantities over 10 gallons shall be subject to mutual arrangement between the retailer and the employer concerned, provided that not less than overtime rates be paid.

#### *Learners.*

5. Learners shall be paid a minimum wage of 6s. 6d. per day for each day that they require the assistance of a teacher while learning a milk-round: Provided that if the retailer remains in the employer's service for a period of four weeks or more he shall be paid the minimum wage provided for in clause 2 hereof as from the time he commenced to work for the employer.

#### *Holidays.*

6. (a.) Each worker shall be entitled to not less than fourteen consecutive days' holiday in each year on the full minimum wage provided for in the award, plus commission.

(b.) Where a worker is discharged (except for misconduct) before having served his employer for a full year he shall be paid for holidays to which he is entitled on a *pro rata* basis with the foregoing clause.

*Legal Agreement.*

7. Every retailer bound by this award shall on the coming into operation of this award execute the following legal agreement with his employer :—

MEMORANDUM OF AGREEMENT, made this            day of            19            , between            , milk-dealer (hereinafter called "the employer") of the one part, and            of            (hereinafter called "the employed") of the other part, witnesseth that the employer agrees to take into his service the employed, who agrees to enter the same upon the terms and conditions hereinafter mentioned, that is to say,—

1. A new period of service shall be deemed to commence from the date hereof.  
 2. The employed shall not within the one round if he shall have been employed by the employer under the service hereby created on only one round, or within the last two rounds in which he shall have been so employed in all cases where he has worked on more than one round under the service hereby created, without the consent in writing of the employer, either during or within twelve months after the termination of the service hereby created, either on behalf of himself or of any person or persons, company or companies whomsoever, and either directly or indirectly, sell or deliver or deal in or dispose of any milk, or of any other liquid called or known by the name of milk, to any person or persons, company or companies whatsoever, otherwise than in the service hereby created, under the sum of 10s. to be paid to the employer by the employed for a breach of this part of the contract as and for liquidated damages: Provided that no action or proceeding for recovery of damages, nor yet the actual recovery of damages, for the breach of this clause shall prejudice or effect the right of the employer to an injunction to restrain the further breach hereof.

3. Definition: In this agreement "round" means the service of all those persons being customers of the employer who live or are supplied with milk at the time when the employment terminates within an area specified by the employer within which the worker must work under this award.

4. The service is to be determined by a week's notice on either side, such notice to be given in writing on any day in the week.

5. The benefit of and all rights and remedies accruing under this agreement, and particularly the benefit of clause 2 of this agreement, shall be the property of and enforceable by the employer, however his firm may from time to time change and be constituted, and his successor in business, and shall be assignable by him, his executors, administrators, or assigns, and shall pass as part of the goodwill of the said trade or business.

[Witness.]

[Signature.]

*Accident.*

8. (a.) The employer at his own cost and expense shall insure in a responsible accident-insurance office carrying on business in the City of Auckland every worker coming within the scope of this award against accident or injury sustained whilst in the employment of the employer, to the end and intent that every worker may receive the full benefit of the Workers' Compensation Act, 1908 (or other enactment passed in substitution therefor) for every injury sustained by him during the course of his employment.

(b.) The employer shall keep posted up in a conspicuous part of his premises to which all workers under this award have access a certificate by such insurance company notifying him that such insurance is from time to time in full force and effect.

*Compensation for partial Loss of Round.*

9. Where a worker who is earning commission loses a portion of his round either through readjustment or any other exigency of the business, he shall be entitled to the following compensation:—

(a.) If the loss occurs during the first six months after the coming into operation of this award the amount of compensation shall be 20 per cent. on the amounts owing for milk by the customers so transferred.

(b.) After the first six months have elapsed the worker shall be compensated at the rate of 15s. per gallon calculated upon the average daily output during the last six weeks' work.

(c.) This clause shall not apply in the case of a "change over" to bottle delivery on any round where employees are paid the wages specified in clause 2, subclause (c), hereof.

*Under-rate Workers.*

10. (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.

*Preference.*

11. (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.

(c.) The employers shall on request furnish the secretary of the union with a list of the names of employees engaged during each calendar month.

*Juvenile Labour.*

12. No person who delivers milk shall permit or allow any child under fifteen years of age to be on his cart or to assist in the delivery of milk.

*Matters not provided for.*

13. 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 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.*

14. This award shall apply only to employers carrying on business within a radius of twenty miles from the Chief Post-office in the City of Auckland.

*Term of Award.*

15. This award, in so far as it relates to wages, shall be deemed to have come into force on the 5th day of April, 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 5th day of April, 1926.

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 23rd day of April, 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.