

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(10477.) AUCKLAND (TWENTY-MILES RADIUS) MILK-ROUNDSMEN.—
AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the undermentioned persons, firms, and companies hereinafter called "the employers") :—

Allkins, H., Milk-vendor, Sunnyvale Road, Remuera
 Amburys Ltd., Karangahape Road
 Anderson Bros., Dairyman, Takapuna
 Anderson, A., Dairyman, Otahuhu
 Andrews, E. F., Milk-vendor, 26 Ara Street, Remuera
 Andrews, F. E., Dairyman, 196c Parnell Road, Parnell
 Andrews, W., Dairyman, Seaview Terrace, St. Heliers Bay
 Appleton, T., Milk-vendor, Panmure Road
 Ashby, J., Dairyman, Great South Road
 Auckland Milk Co., Arthur Street, Newmarket
 Auger, E., Milk-vendor, Shackelton Road, Mount Eden
 Barker, R., Milk-vendor, Albany
 Barnett Bros., Dairyman, Te Papapa
 Barriball, E. C., Dairyman, Atarangi Road, Green Lane
 Barton, H., Milk-vendor, Carlton Gore Road
 Berryman, W., Dairyman, Coronation Road, Mangere
 Blake, W., Dairyman, St. Andrews Road, Mount Eden
 Bourne, A., corner Upland and Benson Roads, Remuera
 Boyd, B., Dairyman, Point Chevalier Road
 Breckon, T., Milk-vendor, 26 Green Lane Road
 Brown, A. W., Milk-vendor, West Tamaki
 Burgess, J., Milk-vendor, Point Chevalier
 Carbines, W., Dairyman, Dominion Road
 Coates, W., Dairyman, Carlton Gore Road
 Cole, G., Avenue Dairy, Remuera
 Coltman, A. R., Milk-vendor, 59 King Edward Street, Bayswater
 Conn Bros., care of Auckland Transport Board, Customs Street
 Cooke, F. T., Dairyman, Church Street, Onehunga
 Coop, H., Dairyman, Otahuhu
 Craig, D., Milk-vendor, Merrilands Estate, One Tree Hill
 Crawley, E., Dairyman, Purewa
 Crewdson, Dairyman, Parnell
 Curran, Miss A., Tamaki Dairy, Hobson Street
 Cutfield, A., Dairyman, Tennessee Avenue, Otahuhu
 Daines and Son, Milk-vendors, 72 Albany Road, Ponsonby
 Davies, H., Milk-vendor, Jervois Road, Ponsonby
 Davis, H., Dairyman, Richardson Road, Mount Roskill
 Davis, S., Milk-vendor, Western Springs Road, Grey Lynn
 Dean, B., Dairyman, Hill Street, Onehunga
 Dean, J., Milk-vendor, 16 Hill Street, Onehunga
 Dell, A. W., Dairyman, 130 Pah Road, Onehunga
 Dick, L. S., Dairyman, Gladstone Road, Northcote
 Doherty, T. H., Milk-vendor, Parnell Road
 Donaldson, B., Milk-vendor, White Swan Road, Mount Roskill
 Donaldson, H., Dairyman (next to P.O.), Mount Eden Road
 Drage, T., Milk-vendor, 9 Reimers Avenue, Sandringham
 Duncan, T., Penrose Dairy, Great North Road, Grey Lynn

Dunningham, T., Dairyman, Point Chevalier
 Dunn, J., Dairyman, Edinburgh Street, Newton
 Edwards, Mrs. A., Milk-vendor, Rathgate Road, Henderson
 Evans, T. (O. and E. Dairy), Dominion Road
 Farmers and Vendors (W. P. Percy, Secretary), Karangahape Road,
 Auckland
 Ferguson, R., Milk-vendor, 30 Mount Albert Road
 Flashman, J., care of Auckland Milk Co., Remuera
 Flashman, L., Dairyman, 7 Belmont Terrace, Remuera
 Fox, R., Milk-vendor, Mount Albert Road
 Fraider, Dairyman, Mount Albert Road
 Freeman, V., Dairyman, College Hill
 Freer, C., Dairyman, Mount Albert Road, Royal Oak
 Freestone, H., Dairyman, Baker Street
 Friedrich, L., Dairyman, Stewart's Road, Mount Albert
 Gaddis, L., Dairyman, Great North Road, Point Chevalier
 Gallagher, C., Dairyman, Penrose
 Gallagher, W. A., Dairyman, Mount Albert Road
 Glen, T., Shortland Dairy, Shortland Street
 Gray, W., Dairyman, Power Board Buildings, Onehunga
 Greenhalgh, F., Dairyman, New North Road, Mount Albert
 Green, J., Milk-vendor, corner France and West Streets, Auckland
 Gregory, G., Milk-vendor, Stamford Park Road, Mount Roskill
 Griffin Bros., Milk-vendors, White Swan Road, Avondale
 Gubb, S., Milk-vendors, Beaconsfield Street, Grey Lynn
 Gustafson, E., Dairyman, Gibraltar Crescent, Parnell
 Hammock, Geo., Dairyman, White Swan Road
 Hammond, F., Dairyman, Marlborough Road
 Hansen, H., Milk-vendor, Jervois Road, Ponsonby
 Harper, Dairyman, Fifth Avenue, Western Springs
 Harrington, G., Milk-vendor, Wallis Road, Penrose
 Harris, D., Milk-vendor, Takapuna
 Haslam, James, Dairyman, Lillington Road, Remuera
 Hatrick, A. E., Harp of Erin Dairy, Ellerslie
 Hawkins, G., Dairyman, Fourth Avenue, Mount Albert
 Henley, A. E., City Dairy, Victoria Street West
 Horspool, E., Dairyman, 214 Great North Road, Grey Lynn
 Howarth and Rae, Dairymen, Ponsonby
 Hungerford, H., Milk-vendor, Papatoetoe
 Hygienic Dairy, Market Road, Epsom
 Jennings, P., Dairyman, Long Drive, St. Heliers Bay
 Jobey, T., Milk-vendor, Richardson Road, Mount Albert
 Johnson, C., Dairyman, Paget Street, Ponsonby
 Johnson, T., Vincent Road, Mount Albert
 Johns, W. H., Dairyman, 1 Parkdale Road, Mount Albert
 Jones, J., Dairyman, Meadowbank Road, Remuera
 Kean, T., Dairyman, Massey Road, St. Heliers Bay
 Knight, C., Rosehill Dairy, 191 Great North Road, Avondale
 Kyte, Mrs., Milk-vendor, Rose Road, Grey Lynn
 Langabeer, C. A., Milk-vendor, Grassmere Dairy, Westmere
 Levy, P., Farmers and Vendors' Association, Karangahape Road
 Locke Bros., Dairymen, Arthur Road, Mount Roskill
 McEwan, C., Dairyman, Kitchener Road, Sandringham
 McEwan, T., Milk-vendor, Arthur Street, Onehunga
 McFetridge, J., Dairyman, Takapuna
 McKenzie, W. and H., Milk-vendors, Glenfield Road, Birkenhead
 McNair, C., Dairyman, May Road, Mount Roskill
 McPike, G., Dairyman, Oakley Road, Avondale
 McSweeney, T., Milk-vendor, Roslyn Terrace, Mount Albert

Madill, W. H., Dairyman, Kohimarama
 Makill, C., Dairyman, Kohimarama
 Massey, I., Takapuna Dairy Co., Devonport
 Matthew Bros., Milk-vendors, Takapuna
 Matthews, T., Dairyman, Penrose
 Mears, W., Dairyman, Great South Road, Otahuhu
 Mills, C., Milk-vendor, Boyd Avenue, Mangere
 Morrison, Mrs. P., Milk-vendor, 358 Dominion Road
 Murray, A., Dairyman, Owens Road, Epsom
 Murray, M. L., Dairyman, Argyle Street, Morningside
 Nicholson, F. S., Springfield Dairy, Great South Road
 Norrington, G. D., Dairyman, Islington Street, Ponsonby
 Norrish, S. H., Dairyman, Sandringham Road
 Oade, F., Milk-vendor, New North Road, Kingsland
 O'Hanlon, T., Milk-vendor, Eden View Road, Sandringham
 Orrell and Cocker, Dairy Managers, Eden Terrace
 O'Shea, H., Birdwood Dairy, Dominion Road
 Patterson, James, Dairyman, White Swan Road, Avondale
 Peck, C. M., Dairyman, Three Kings, Mount Roskill
 Percel, T., Milk-vendor, Richardson Road, Mount Roskill
 Pickens, T., Dairyman, Richardson Road, Mount Albert
 Polson, E., Dairyman, 27 Pompallier Terrace, Auckland
 Pow, Mrs. T., Milk-vendor, Takapuna
 Prangle, L., Dairyman, Otahuhu
 Pupuke Dairy Co., Dairyman, Takapuna
 Rackley, C., Dairyman, care of Dunn, Edinburgh Street, Newton
 Radford, H. G., Milk-vendor, White Swan Road, Avondale
 Ransome, H., Dairyman, Mount Roskill Road, Mount Roskill
 Redpath, J., Meadow Dairy, Great South Road, Green Lane
 Robinson, L. S., Dairyman, 53 Omaru Road, One Tree Hill
 Rogers, C., Dairyman, Manukau Road, Avondale
 Rogers, M., Milk-vendor, Stewart's Road, Mount Albert
 Romain, T., Dairyman, Otahuhu
 Ryan, S., Milk-vendor, Williamson Avenue, Grey Lynn
 Sadgrove, W., Dairyman, Mount Albert Road
 Scott, E. G., Dairyman, Avondale
 Seon, C., Milk-vendor, Herbert Road (off Dominion Road)
 Seon, G., Milk-vendor, care of J. Layne, Kohimarama
 Shanks, J., Dairyman, Marua Road, Ellerslie
 Shaw, W., Dairyman, Goring Road, Mount Eden
 Shearer, W. A., Glenfield Dairy, Birkenhead
 Shine, J. E., Dairyman, Park Road, Grafton
 Simpson, C., Glendale Dairy, Parnell
 Slynn, E., care of McPike, Oakley Road, Avondale
 Smith, C., Stratford Dairy, Union Street
 Smith, G., care of Farmers and Vendors' Association, Karangahape
 Road
 Snowden, T., Dairyman, Douglas Road, Mount Eden
 Spenlake, W., Milk-vendor, Oak Street, Royal Oak
 Stacey, F., Dairyman, Buckland Road, Epsom
 Stone, G. and H., Milk-vendors, Glen Innes, St. Heliers Bay
 Stonex Bros., Edinburgh Street, Newton
 Strickland, T., Dairyman, Jellicoe Avenue, Mount Roskill
 Stride, C., Milk-vendor, Bellvue Road, Mount Eden
 Takapuna Dairy Co., Devonport
 Tansley, H. M., Milk-vendor, 2 Sheehan Street, Ponsonby
 Targett, H., Dairyman, Papatoetoe
 Taylor, L., Dairyman, Columbia Road, Sandringham
 Taylor, Mrs., Milk-vendor, Vincent Road, Mount Albert

Taylor, R., Milk-vendor, care of Auckland Milk Co., Newmarket
 Taylor, S., Milk-vendor, Broadway, Newmarket
 Teasdale, H., Dairyman, 13 Pierce Road, Milford
 Templeton, C., Dairyman, Campbell Road
 Thomas, A. S., Milk-vendor, 95 Williamson Avenue, Grey Lynn
 Thomas, D., Dairyman, Pah Road, Epsom
 Tippen, E., Milk-vendor, Henderson
 Utting, C., Dairyman, New North Road, Glenmore, Kingsland
 Walshe, F., Milk-vendor, Mount Smart Road, Onehunga
 Walters, C., Dairyman, McArthur Street, St. Heliers Bay
 Walters, W., Milk-vendor, Otahuhu
 Waubridge, Mrs., Milk-vendor, Bucklands Beach
 Waugh, R., Milk-vendor, Glanville Terrace, Parnell
 Williams, T., Dairyman, Benson Road, Remuera
 Wood, Alb., One Tree Hill Dairy, Richmond Avenue, Grey Lynn
 Wood, George, Milk-vendor, Wheturangi Road, One Tree Hill
 Wood, J., Dairyman, Carlton Gore Road, Newmarket
 Wood, Samuel, Dairyman, Green Lane Road, Epsom
 Wood, Stanley, Dairyman, Westmere, Grey Lynn
 Woods, C., Dairyman, Taylor Avenue, St. Heliers Bay
 Wright Bros., Dairyman, Lake Road, Takapuna

and

The Auckland Dairy Employees' Industrial Union of Workers,
 Auckland (hereinafter called "the union").

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 31st day of March, 1934, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 10th day of June, 1933.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. (a) There shall be only one delivery of milk per day.
- (b) One delivery shall mean one delivery only, whether it be to a roundsman's usual customers, or to any other roundsman's customers.
- (c) The time for the delivery of milk shall be not earlier than 3 o'clock a.m.
- (d) The week's work shall not exceed forty-eight hours, to be worked on seven days.

Wages.

2. (a) All roundsmen shall be paid a minimum wage of £3 17s. 6d. per week, 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 2s. per week.
- (d) On all rounds where the quantity of milk sold 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.

(e) The wages shall be paid in the employer's time and on the Friday morning of each week.

(f) When a roundsman 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 roundsmen engaged in bottle delivery.

(g) Each worker shall be supplied by his employer with 1 quart of milk per day free of charge.

(h) No deduction shall be made from the weekly wages fixed by this award, except for time lost through the worker's sickness or default.

Work not provided for.

3. All work done by any roundsman other than retailing milk, cleansing cans used 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) Roundsmen earning commission engaged in delivering milk in wholesale quantities from 1 gallon 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 roundsman and the employer concerned: Provided that not less than overtime rates be paid.

Learners.

5. Learners shall be paid a minimum wage of 6s. per day for each day that they require the assistance of a teacher while learning the milk round: Provided that if the roundsman 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 his employer.

Holidays.

6. (a) Each worker shall receive not less than fourteen consecutive days' holiday in each year on the full minimum wage provided in the award.

(b) Where a worker is discharged, except for misconduct, before having served his employer for a full year, or where he voluntarily leaves his employment after having served six months, he shall be paid *pro rata* for holidays to which he would be entitled under the foregoing subclause.

Accidents.

7. (a) The employer, at his own cost and expense, shall insure, in a responsible 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, 1922 (or other enactment passed in substitution thereof).

(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.

Legal Agreement.

8. Every roundsman 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 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 affect the right of the employer to an injunction to restrain the further breach thereof.

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.]

Juvenile Labour.

9. (a) Any person, irrespective of age, who delivers milk (other than in wholesale quantities) shall be deemed to be a milk roundsman.

(b) No person under the age of sixteen years shall be employed in the delivery of milk.

(c) In cases where more than one roundsman is employed delivering milk or cream from the same vehicle each person so employed shall be entitled to the full rates of pay for roundsmen, and an equal share of any commission earned.

Matters not provided for.

10. 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.

Altered Conditions.

11. An employer may agree with his workers to work a six-days week, and in such event the rates of wages and commission and the holiday allowance shall be agreed upon between the employer and the union.

Rationing of Work.

12. An employer desiring to ration his workers shall make application under clause 10 of this award for the fixation of terms on which he may do so.

Under-rate Workers.

13. (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 an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Preference.

14. (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 seven 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 read 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, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

(c) It is desired by the assessors at the Conciliation Council that the employers, on a written request from the secretary of the union, shall furnish the union with a list of the names of his employees. Such request shall not be made more often than once a month.

Scope of Award.

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

Term of Award.

16. This award, in so far as it relates to wages, shall be deemed to have come into force on the 31st day of March, 1933, 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 31st day of March, 1934.

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 10th day of June, 1933.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court related to under-rate workers. In other respects the award embodies, without material alteration, the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.
