

WELLINGTON CITY COUNCIL (MILK DEPARTMENT)
EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Wellington Dairy Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned Council (hereinafter called "the employer") :—

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 25th day of November, 1939, 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 21st day of December, 1937.

[L.S.]

P. J. O'REGAN, Judge.

SCHEDULE.

Hours of Work.

1. (a) The maximum number of hours, exclusive of overtime, to be worked in any week by any worker bound by this award shall be forty hours.

(b) *Depot Hands.*—The forty hours to be worked by these workers shall be worked on five days of the seven days of the week, and rosters shall be arranged to divide Sunday work equally amongst all the hands, as hitherto.

(c) *Roundsmen and Motor-drivers.*—The forty hours to be worked shall be worked on any six days of the week.

(d) *Cart-Shed Attendants.*—The forty hours a week to be worked on any five days of the week.

(e) Depot hands shall be allowed an interval of at least thirty minutes for refreshments between the fourth and fifth hour after commencing work.

(f) The present arrangement in relation to roundsmen for the harnessing-up and checking the load before signing on and unharnessing and checking tokens allowing forty minutes per day shall continue during the currency of this award. Motor roundsmen shall be allowed twenty minutes for such duties.

Wages.

2. (a) Depot hands: £4 13s. per week.

(b) Roundsmen: £5 2s. per week, which includes 6s. per week as recompense for the continuance of the present arrangement of an early starting-time.

(c) Roundsmen driving motor-vehicles shall be paid 5s. per week in addition to the rates set out in subclause (b) hereof.

(d) Relieving roundsmen shall be paid 7s. per week extra.

(e) Depot hands employed on night shift shall be paid 3s. per week extra. A night-shift worker shall mean any worker in the depot whose work requires him to perform duties after 9 p.m. or who is required to commence a shift after 4 p.m. or before 4 a.m.

(f) Motor-drivers, other than roundsmen, shall be paid £5 10s. per week. This rate includes payment for Sunday work.

(g) Casual workers in a depot: 2s. 5½d. per hour.

(h) All workers shall receive 1 quart of milk per day free of charge.

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

Learners.

3. New hands may be employed as roundsmen at 13s. per day for not more than six days, to enable them to learn the round; thereafter they shall be paid not less than the minimum wage prescribed by this award.

Holidays.

4. (a) Workers other than factory employees required to work on Christmas Day, Good Friday, New Year's Day, Easter Monday, Sovereign's Birthday, Labour Day, Boxing Day, Anzac Day, and Anniversary Day shall receive an extra day's pay.

(b) Factory workers shall be paid in accordance with the requirements of the Factories Act, 1921-22, and its amendment for any work done on the holidays set out in the said Act and its amendment.

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

(d) Any worker called upon to work 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; and if no work is available, the minimum payment shall be made.

(e) All workers shall be given two weeks' notice when annual holidays are to be commenced.

Overtime.

5. All time worked outside of or in excess of the hours prescribed in clause 1 of this award shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

Conditions of Employment.

6. (a) Except in the case of casual workers, one week's notice, in writing, of the termination of the employment shall be given by either side, but this shall not prevent the summary dismissal of any worker for good cause.

(b) Deduction may be made from the wages fixed by this award for time lost by a worker through sickness, default, or accident.

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

Equipment.

7. (a) Two pairs of gum boots per annum shall be supplied to all depot hands needing them. In the case of temporary or relieving hands, a supply of gum boots shall be available for their use, apart from those issued to workers permanently employed.

(b) Depot workers shall be required to perform their duties in uniforms, such uniforms to be a style, material, and colour approved by the employer. Uniforms shall be supplied, maintained, and laundered by the employer.

(c) Roundsmen and motor-drivers shall be provided with a uniform and overcoat when and as required.

(d) Cart-shed attendants shall be supplied with gum boots and oilskins where needed.

(e) A suitable first-aid outfit shall be supplied by the employer and kept in a place easily accessible to all workers.

Disputes Committee.

8. 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 or such other person as may be mutually agreed upon, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision, 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.

Preference.

9. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award:

Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every

other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

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 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.

Prohibition of Junior Labour.

11. The employment of juniors under the age of eighteen years by either an employee or the employer shall not be allowed, and roundsmen are not permitted to have the assistance of juniors under eighteen years of age.

Scope of Award.

12. This award shall apply to the Wellington City Council Milk Department.

Term of Award.

13. This award in so far as it relates to wages shall be deemed to have come into force on the 25th day of November, 1937, 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 25th day of November, 1939.

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 21st day of December, 1937.

[L.S.]

P. J. O'REGAN, Judge.

MEMORANDUM.

The only matter referred to the Court was the date of the coming into force of the award. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

P. J. O'REGAN, Judge.
