

AUCKLAND (TWENTY-MILE RADIUS) **MILK-PASTEURIZING AND DISTRIBUTING-DEPOT EMPLOYEES.—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 New Zealand Dairy Factories and Related Trades' Employees' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

Ambury's Ltd., Manukau Road, Epsom, Auckland, S.E. 1.
Auckland Milk Co., Arthur Street, Newmarket, Auckland, S.E. 1.

City Dairy Co., 66 Victoria Street, Auckland, C. 1.
New Zealand Co-operative Dairy Co., Ltd., Hamilton.

Peck, C. M., Three Kings Road, Mount Roskill, Auckland, S. 3.

Stonex Bros., Edinburgh Street, Newton, Auckland, C. 2.
Takapuna Dairy Co., Victoria Road, Devonport, Auckland, N. 1.

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 11th day of July, 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 19th day of August, 1938.

[L.S.]

P. J. O'REGAN, Judge.

SCHEDULE.

Hours of Work.

1. The ordinary hours of work shall be as follows:—

For motor-drivers	44 per week.
For all other workers	42 per week.

Such hours shall be worked on six days of the week. Not more than eight hours shall be worked on any day without payment of overtime.

Wages.

2. (a) The following shall be the minimum rates of wages payable to adult workers:—

Workers in charge of pasteurizers, separators, clarifiers, regenerators, &c., or in the chilling of milk	Per Week.
	£ s. d.
Motor-lorry drivers	4 15 0
Second-class engine-drivers	5 13 6
All other workers	5 2 6
	4 10 0

All workers shall receive free one quart of milk per day.

(b) Subject to the provisions of the Factories Act and its amendments, youths may be employed at not less than the following wages:—

	Per Week.
	£ s. d.
Under 16 years of age	1 10 0
16 to 16½ years of age	1 14 0
16½ to 17 years of age	1 18 0
17 to 17½ years of age	2 2 0
17½ to 18 years of age	2 6 0
18 to 18½ years of age	2 10 0
18½ to 19 years of age	2 14 0
19 to 19½ years of age	2 18 0
19½ to 20 years of age	3 2 0
20 to 20½ years of age	3 6 0
Thereafter, the adult wage.	

(c) Casual labour may be employed at the rate of 2s. 5½d. per hour.

(d) The proportion of youths shall be one to three or fraction of three men fully employed.

Payment of Wages.

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

(b) No deduction shall be made from the wages prescribed herein for any cause save for time lost through sickness or default of the worker, or through accident not arising out of and in the course of employment.

Overtime.

4. All work done in excess of the hours prescribed herein shall be paid for at the rate of time and a half for the first four hours and thereafter at double time rates.

General Conditions.

5. (a) Attendance to motor-vehicles may be performed within the hours specified in clause 1 hereof.

(b) All workers shall be supplied by the employer with waterproof canvas aprons.

Time and Wages Book.

6. (a) Every employer bound by this award shall keep a time and wages book, in which shall be correctly recorded:—

- (i) The name of every worker employed;
- (ii) The kind of work in which he is employed;
- (iii) The daily hours of his employment;
- (iv) The wages paid each week.

(b) The employer shall provide time-sheets on which the worker shall record the hours worked each day.

Holidays.

7. (a) For all factory workers the provisions of the Factories Act, 1921-22, and its amendments, relating to payment for holidays, half-holidays, and Sundays, shall apply.

(b) Drivers shall be paid one-half day's pay in addition to their ordinary week's wage for work done on New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, and Boxing Day.

Annual Holiday.

8. (a) One holiday of two weeks on full pay shall be granted to each worker under this award on completion of each year of service, and at a time to be mutually arranged between the employer and the worker. Such holiday shall be exclusive of the holidays specified in clause 7 hereof. All wages due shall be paid before the commencement of such holiday.

(b) A worker who has completed two months' service leaving the service of an employer shall be granted pay in lieu of the holiday mentioned in the preceding subclause in proportion to his length of service.

(c) Subclause (b) hereof shall not apply in the case of any worker dismissed for serious misconduct.

Meal times.

9. A worker shall not be required to work for more than five hours continuously without an interval of at least thirty minutes for a meal.

Accommodation.

10. 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.

11. One week's notice given on either side shall be sufficient to terminate employment, when all wages due shall be paid, but this shall not prevent an employer from summarily dismissing a worker for misconduct.

Accidents.

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

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 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.

Right of Entry upon Premises.

14. Every employer bound by this award shall permit the secretary or other authorized officer of the union to enter at all reasonable times (to be mutually arranged between the employer and the union) upon the premises or works, and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Workers to be Members of Union.

15. (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.)

Extension of Hours under Factories Act.

16. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this award in respect of every occupier of a factory bound or to be bound by this award.

Under-rate Workers.

17. (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 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.

Application of Award.

18. (a) This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within that portion of the industrial district to which this award relates.

(b) This award shall apply to the milk pasteurizing and distributing industry.

Scope of Award.

19. This award shall operate throughout that part of the Northern Industrial District lying within a twenty-mile radius of the Chief Post-office in the City of Auckland.

Term of Award.

20. This award, in so far as it relates to wages, shall be deemed to have come into force on the nearest pay-day after

the 11th day of July, 1938, 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 11th day of July, 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 19th day of August, 1938.

[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.
