

CHRISTCHURCH (TWENTY-MILE RADIUS) **MILK ROUNDSMEN
AND DEPOT HANDS.—AWARD.**

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Christchurch Dairy Employées' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Beck, William A., 361 Hills Road, Marshland.

Bliss, Edgar, 200 Cashmere Road, Halswell.

Broughton, Arthur, 500 Avonside Drive, Avonside.

Christchurch Dairy Co., Ltd., 51 Tuam Street, Christchurch.

Cook, James H., 203 Durham Street, Christchurch.

Cooks Dairy, Barbadoes Street, Christchurch.

Devonvale Dairy, 111 Armagh Street, Christchurch.

Ensor, C. L., 198 Hoon Hay Road, Halswell.

Johns and Forbes, Johns Road, Belfast.

Mercer and Harris, 241-243 Barbadoes Street, Christchurch.

Milk Producers' Co-operative Co., Ltd., corner of Peterborough and Durham Streets, Christchurch.

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 September, 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 5th day of September, 1938.

[L.S.]

W. J. HUNTER, Judge.

SCHEDULE.

Industry to which Award relates.

1. This award shall apply to milk and cream vendors operating within a twenty-mile radius from the Chief Post-office, Christchurch, and to workers engaged delivering milk and cream within the said area and to workers employed at any factory or depot of employers engaged in the industry.

Hours of Work.

2. (a) The ordinary hours of work shall not exceed the following:—

Roundsmen, forty-two hours in each six-day period;

Depot hands, forty-four hours in each six-day period.

The said periods may by arrangement be worked to enable the worker to accumulate his days off.

(b) Roundsmen shall not start work earlier than 2 a.m.

(c) The daily hours for roundsmen shall be continuous except for meal-intervals.

Wages.

3. The minimum rates of pay shall be as follows:—

		Per Week.		
		£	s.	d.
(a)	Adult roundsmen	4	15	0
(b)	Junior roundsmen—			
	From 18 to 19 years of age .. .	3	0	0
	From 19 to 20 years of age .. .	3	10	0
	From 20 to 21 years of age .. .	4	0	0
	Thereafter adult roundsmen's rates.			
(c)	Adult depot hands	4	7	6
(d)	Junior depot hands—			
	First six months	1	5	0
	Second six months	1	9	0
	Third six months	1	13	0
	Fourth six months	1	17	0
	Fifth six months	2	1	0
	Sixth six months	2	5	0
	Seventh six months	2	10	0
	Eighth six months	2	15	0
	Ninth six months	3	0	0
	Tenth six months	3	5	0
	Thereafter adult depot hands' rates.			

Provided that a worker of the age of twenty-one years or upwards shall be paid not less than the basic wage for the time being prevailing.

(e) Wages shall be paid in the employer's time, not later than Friday in each week.

(f) No deduction shall be made from the weekly wages fixed herein except for time lost through the worker's sickness, accident, default, or voluntary absence.

Casual Workers.

4. (a) "Casual workers" shall mean workers employed for less than thirty hours per week.

(b) Casual employees whether employed as roundsmen or in the depot shall receive not less than 2s. 4d. per hour.

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.

Proportion.

6. Juniors may be employed in the proportion as under:—

Roundsmen: One junior to three or fraction of three adults.

Depot: One junior to two or fraction of two adults.

For the purposes of this clause the employer, or one member of the management in the case of a limited liability company, may be counted as an adult, but such person or, in the case of partnership, persons shall be counted once only in any business.

Work not provided for.

7. All work done by any roundsman other than delivering milk, cleansing cans used by him, keeping such reasonable accounts and books of accounts in connection with his round as his employer may direct, attending to the proper care of horse, cart, and harness, motor car or truck used by him, and in excess of the hours prescribed in clause 2 hereof, shall be considered overtime and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

Overtime.

8. All time worked in excess of the hours fixed in clause 2 hereof shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

Holidays.

9. Each roundsman upon completion of twelve months' service from the date of the last annual holiday, or, if no annual holiday has previously been given, from the date of the commencement of this award, shall receive and be paid for twelve days' holiday.

Each depot hand upon completion of twelve months' service from the date of the last annual holiday or, if no annual holiday has previously been given, from the date of the commencement of this award, shall receive and be paid for six days' holiday.

If after six months' service from the period before stated the employment is terminated, a proportionate holiday or payment in lieu thereof shall be allowed or paid for.

The holiday shall be given and taken at a time to be mutually agreed upon between the employer and the workers concerned.

Accidents.

10. (a) The employer, at his own cost and expense, shall insure in a responsible insurance office carrying on business in the City of Christchurch 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 therefor.

(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.

General Provisions.

11. (a) Any person who delivers milk shall be deemed to be a milk-roundsman for the purpose of this award.

(b) No person under the age of sixteen years shall be engaged in the delivery of milk or in or about the factory.

(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, except that this provision shall not apply in the case of learners or in the case of temporary assistance when a roundsman is incapacitated through accident or illness.

Emergency Deliveries.

12. Regular factory hands may be employed in the case of emergency in the delivery of milk or cream to regular customers, and such workers while so employed shall not be subject to the provisions of this award which relate to roundsmen.

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 president and 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 fourteen days after such decision shall have been communicated to the party desiring to appeal.

Workers to be Members of Union.

14. (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.

15. (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.

Application of Award.

16. 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 part of the Canterbury Industrial District to which this award relates.

Scope of Award.

17. This award shall operate within a radius of twenty miles from the Chief Post-office, Christchurch.

Term of Award.

18. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of September, 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 5th day of September, 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 5th day of September, 1938.

[L.S.]

W. J. HUNTER, Judge.

MEMORANDUM.

The only matter referred to the Court related to under-rate workers. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

W. J. HUNTER, Judge.