

HAMILTON AND WHANGAREI **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 its amendments; and in the matter of an industrial dispute between the Auckland Milk-roundsmen's Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Bryant House No. 2 Dairy, Te Rapa.  
 Cooper, A. L., Bankwood Road, Claudelands, Hamilton.  
 Davis Bros., 25 Dey Street, Hamilton.  
 Fricker, A., Water Street, Whangarei.  
 Kendall Bros., Bank Street, Whangarei.  
 Kennedy Bros., Peacockes Road, Hamilton.  
 Newstead Pure Milk Co., Ltd., Newstead, Hamilton.  
 Phillips, W. H., Maunu Road, Whangarei.  
 Ross, John, River Road, Hamilton.  
 Sothern and Co., Ltd., Kamo Road, Whangarei.

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 from the 18th day of December, 1939, and shall continue in force until the 31st day of December, 1940, 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 14th day of December, 1939.

[L.S.]

P. J. O'REGAN, Judge.

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SCHEDULE.

*Industry to which Award applies.*

1. This award applies to the retail distribution of milk.

*Hours of Work.*

2. (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) Subject to the provisions of the Shops and Offices Act, 1921-22, the time for starting work shall not be earlier than 3 a.m.
- (d) The ordinary weekly hours of work for roundsmen shall be forty-four, which may be spread over seven days in each week.

*Wages.*

3. (a) The minimum rate of wages shall be £5 per week.
- (b) Wages shall be paid in the employer's time and not later than Friday morning of each week.
- (c) No deduction shall be made from the weekly wages prescribed herein except for time lost through the worker's sickness or default or through accident.

*Supply of Milk.*

4. In the case of workers residing off the farm one quart of milk per day shall be supplied to each such worker free of charge.

*Overtime.*

5. (a) Any time worked outside of or in excess of the hours mentioned in clause 2 hereof shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) For the purpose of collecting accounts, the daily total of hours may be exceeded without payment of overtime.

*Work not provided for.*

6. (a) 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, and the proper care of horse, harness, and/or vehicle used by him shall be considered overtime work and shall be paid for at 2s. 7d. per hour.

(b) In the event of a roundsman not being employed delivering milk on any one day, the employer shall have the right to employ such worker at such other work as may be required, but not in excess of the hours prescribed in clause 2 hereof.

*Learners.*

7. Learners shall be paid a minimum wage of 8s. 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 in clause 3 hereof as from the time he commenced to work for his employer.

*Exemptions.*

8. Workers solely engaged in delivering milk in wholesale quantities shall be exempt from the provisions of this award. "Wholesale quantities" shall mean one gallon and upwards.

*Holidays.*

9. (a) Each roundsman, on 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 twenty-eight days' holiday.

(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 three months, he shall be paid *pro rata* for holidays to which he would be entitled under the foregoing subclause.

(c) A worker shall receive his annual leave within two months from the expiration of his twelve months' service.

*Accidents.*

10. (a) The employer, at his own cost and expense, shall insure in a responsible insurance office 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 on 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.

*Juvenile Labour.*

11. (a) Any person, irrespective of age, who delivers milk 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 in retail quantities.

(c) In cases where more than one roundsman is employed in delivering milk or cream from the same vehicle, each person so employed shall be entitled to the full rate of wages for roundsmen.

*Matters not provided for.*

12. 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.

*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 wages, to examine the permit or agreement by which such wage is fixed.

*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.)

*Application of Award.*

15. 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 those areas to which this award relates.

*Scope of Award.*

16. This award shall operate in the boroughs of Hamilton and Whangarei.

*Term of Award.*

17. This award shall come into force on the 18th day of December, 1939, and shall continue in force until the 31st day of December, 1940.

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 14th day of December, 1939.

[L.S.]

P. J. O'REGAN, Judge.

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MEMORANDUM.

This award covers the boroughs of Hamilton and Whangarei for the first time. At the hearing Mr. Anderson, on behalf of the employers, intimated their willingness to be bound by terms and conditions similar to those contained in the Wellington (Twenty-mile Radius) Milk Roundsmen and Depot Hands award (Book of Awards, Vol. XXXVIII, p. 3203), and the majority of the Court has decided to accept the suggestion. Mr. Monteith does not acquiesce in this decision, and his dissent and the reasons therefor are subjoined.

P. J. O'REGAN, Judge.

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DISSENTING OPINION OF MR. MONTEITH.

I dissent from this award mainly on similar grounds to those set out by Mr. Croskery in his dissent from the Wellington (Twenty-mile Radius) Milk Roundsmen and Depot Hands award (Book of Awards, Vol. XXXVIII, at p. 3211).

The margin over the buying price is very substantial here, and on such a big margin a six-day week at least should, in my opinion, be awarded.