

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

In the Court of Arbitration of New Zealand, Canterbury 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 Christchurch Milk-roundsmen's Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

- Aberrombie, H., 117 Philpott's Road, Christchurch.
 Bishop, Frank, 21 Veitches Road, Christchurch.
 Blackburn, Morris, 220 Waimairi Road, Christchurch.
 Broughton, A., 500 Avonside Drive, Avonside.
 Chappell, L., 249 Armagh Street, Christchurch.
 Christchurch Dairy Co., Ltd., 51 Tuam Street, Christchurch.
 Clemens, J., 30 Stourbridge Street, Christchurch.
 Brown Bros., care of United Dairies, Ltd., 239 Barbadoes Street, Christchurch.
 Jarden, A. J., 74 Chapman's Road, Heathcote.
 McFadden, C. J., John's Road, Belfast.
 Milk Producer's, Kirkpatrick and Sons, corner of Durham and Peterborough Streets, Christchurch.
 Ozone Dairy Co., Ltd., 203 Durham Street, Christchurch.
 Rickerby, R. L., 106 Barrington Street, Christchurch.
 Swarbrick, W., 264 Brougham Street, Christchurch.
 Thelning, H. S., 30 Lionel Street, Christchurch.
 Todhunter, R. K., 243 Shirley Road, Christchurch.
 United Dairies, Ltd., 239 Barbadoes Street, Christchurch.
 Wakelin, O. J., 73 Junction Road, Halswell.
 Wakelin, A. S., 90 Grimsey's Road, Styx.
 Wallace, Miss M., 335 Hills Road, 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 respect 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 10th day of March, 1942, or until the date of zoning being brought into operation in Christchurch, whichever is the earlier, 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 1st day of April, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Industry to which Award applies.

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.

Hours of Work.

2. (a) The ordinary hours of work shall not exceed forty-two hours in each six-day period.

(b) The daily hours of work shall be continuous except for meal intervals.

(c) The time for starting work shall be in accordance with the provisions of the Shops and Offices Act, 1921-22, and its amendments.

Wages.

3. (a) All roundsmen shall be paid the minimum wage of £5 5s. per week.

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

(c) 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 workers 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.

Increase in Rates of Remuneration.

6. All rates of remuneration, including time and piece wages and overtime and other special payments, provided for in this award shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Overtime.

7. 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.

Work not provided for.

8. 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.

Holidays.

9. Each roundsman upon completion of twelve months' service shall receive and be paid for twelve days' holiday.

If after six months' service 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 worker concerned.

General Conditions.

10. (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 engaged 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, 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.

11. 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.

Accidents.

12. (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.

Time-book.

13. The employer shall provide a time-book which shall be filled in daily by the roundsmen.

Matters not provided for.

14. Any dispute connected 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, 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.

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 as such lower wage, to examine the permit or agreement by which such wage is fixed.

Workers to be Members of Union.

16. (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.

17. 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 industrial district to which this award relates.

Scope of Award.

18. 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 Christchurch.

Term of Award.

19. This award, in so far as it relates to wages, shall be deemed to have come into force on the 10th day of March, 1941, 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 10th day of March, 1942, or until the date of zoning being brought into operation in Christchurch, whichever is the earlier.

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 1st day of April, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The award, with the exception of the provision relating to the hour of starting work, embodies the agreement arrived at by the parties either in Conciliation Council or during the hearing of the dispute by the Court.

With regard to the time of starting work, the parties had agreed upon the following clause:—

“Roundsmen shall not start work earlier than 2 a.m.”

The Court has no power to embody this provision in the award, as it would, in effect, contravene the provisions of the Shops and Offices Act, which, in section 4, prescribes that the hour of commencing employment shall not be earlier than 3 o'clock in the morning in the case of milkmen, with the proviso that any person employed in or in connection with the delivery of milk may, in accordance with conditions approved by the Minister of Labour but not otherwise, be so employed before the hour of 3 o'clock in the morning.

Wages have been made payable retrospectively, by agreement of the parties.

A. TYNDALL, Judge.
