

(1677.) WELLINGTON DRIVERS (*RE* BAKERS' DRIVERS).—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1908”; and in the matter of an industrial dispute between the Wellington Drivers' Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Angell, W., Johnsonville.

Auty, R., Porirua.

Beynon, C. H., Petone.

Bowden, A. W., Petone.

Campbell, N., Lower Hutt.

Clough, L., Lower Hutt.

Cook and Son, Johnsonville.

Eason and Son, Johnsonville.

Elmwood Bakery Company, Lower Hutt.

Harris, George, Taranaki Street, Wellington.

Harnett, P. J., Lower Hutt.

Isaac, W., and Son, Vivian Street, Wellington.

Kellow, W. A., Taranaki Street, Wellington.

Mainwood, —, Petone.

Meyer, F., Brooklyn.

Meyric and Lawrence, Lower Hutt.

Pickard and James, Lambton Quay.

Rowell, G. H., Petone.

Reid, J., Hopper Street, Wellington.

Reid and Frederico, Webb Street, Wellington.

Stanbridge and Dawson, Hopper Street, Wellington.

Sedgewick Bros., Karori, Wellington.

Taylor, Robert, Constable Street, Wellington.

Taylor, W., and Son, Adelaide Road, Wellington.

Tonks, W., and Son, Herbert Street, Wellington.

Traille, S., Petone.

The Wellington Master Bakers' Industrial Union of Employers (H. F. Allen, secretary), Victoria Street, Wellington.

Williams, A. L., Rona Bay, Wellington.

THE COURT of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and the agreement arrived at by the parties hereto, and in order to give effect to the application of all the parties that the terms and conditions thereof should be embodied in this award, 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 the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 7th day of September, 1908, and shall continue in force until the 5th day of April, 1911.

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 22nd day of September, 1908.

— — — W. A. SIM, Judge.

SCHEDULE.

Hours.

1. The hours for all drivers shall be 47½ hours per week, exclusive of the time required for necessary stable attendance to horses. The said time shall include the time properly occupied in going from and returning to the stable. The working-hours shall be regulated by the employer according to the special requirements of his business. An hour shall, if feasible, be allowed for dinner.

Wages.

2. Except when otherwise provided in these conditions, competent drivers shall be paid the following minimum wages: For those driving and attending a single horse, the weekly wage of £2 8s.; for those driving and attending two or more horses, the weekly wage of £2 12s. No deduction shall be made from such weekly wages for bad weather or holidays, or for other cause than for time lost through the employee's default.

Employment of Youths.

3. Employers shall be at liberty to employ youths above the age of eighteen at the following scale: From eighteen to nineteen years, £1 5s. per week; from nineteen to twenty years, £1 10s. per week; from twenty to twenty-one years, £1 15s. per week; over twenty-one years, full wages, unless held to come under the provisions of the award relating to under-rate workmen. The employment of such youths shall be for "light work," the definition of which shall, if necessary, be a matter to be settled by the Disputes Committee. The number of youths so employed shall not exceed one to four or fraction of four competent drivers. Drivers shall not, under any circumstances, be permitted to employ labour to assist them in their work.

Disputes Committee.

4. A committee shall be set up called the "Disputes Committee," and it shall be constituted as follows: The president and the secretary of the Wellington Master Bakers' Industrial Union of Employers and the president and secretary of the Wellington Drivers' Industrial Union of Workers. The Disputes Committee shall hear and decide all disputes. If and whenever the committee fails to agree upon any matter which has been referred to it, an arbitrator shall be called in who shall be one mutually agreed upon by the members of the Disputes Committee. The vote of the arbitrator shall decide the matter at issue, and such decision shall be accepted as final by the Disputes Committee, and their acceptance shall be binding upon the aforesaid unions and employers.

General Holidays.

5. The following shall be recognised holidays: New Year's Day, Anniversary Day, Good Friday, Easter Monday, Prince of Wales's Birthday, Labour Day, King's Birthday, Christmas Day, and Boxing Day. When any holiday falls on a Sunday the following day shall be observed, and the provisions of his agreement shall apply thereto. When any holiday shall be generally observed on another day than that prescribed hereby, the provisions of this agreement shall apply to such substituted holiday.

Payment for Overtime.

6. Any demand for overtime must be made weekly, and must be paid weekly. Overtime shall be paid for at the rate of 1s. 3d. per

hour for all time worked over the prescribed $47\frac{1}{2}$ hours per week. No time lost by a driver through his own default shall count in computing overtime.

Payment for Work done on Sundays and Holidays.

7. For work done on Sundays, on Christmas Day, or on Good Friday, the sum of 2s. per hour shall be paid, and on all other holidays the sum of 1s. 6d. per hour, in each case at the rate of, and in each case for other than attendance to horses in addition to, the prescribed wage.

Payment of Wages.

8. All wages shall be paid weekly in cash on a day to be from time to time fixed in advance by the employer.

Terms of Employment.

9. A week's notice of dismissal or of resignation shall be given by the employer or employee, but this shall not prevent an employer from dismissing any employee for good cause.

Unloading Feed, &c.

10. Unloading feed, when occupying more than a quarter of an hour, and washing vehicles is not to be deemed necessary attendance to horses.

Special Conditions.

11. Drivers of carts during the first month, when learning the round, may be employed without payment of overtime for the number of hours requisite to serve the customers. Drivers of carts may, if accompanied by a fully paid driver, be employed during the first week, when learning the round, at half the rate fixed for fully paid drivers.

Preference.

12. Members of the Wellington Master Bakers' Industrial Union of Employers shall employ members of the Wellington Drivers' Industrial Union of Workers in preference to non-unionists whenever suitable union drivers are obtainable.

Scope of Award.

13. This award shall apply only to employers carrying on business as bread-bakers within a radius of twenty miles from the Chief Post-office in the City of Wellington.

Term of Award.

14. This award shall come into force as from the 7th day of September, 1908, and shall continue in force until the 5th day of April, 1911.

In witness whereof the seal of the Court of Arbitration hath hereunto been put and affixed, and the Judge of the said Court hath hereto set his hand, this 22nd day of September, 1908.

W. A. SIM, Judge.

MEMORANDUM.

The provisions of this award were agreed on by the union and the Master Bakers' Union.

W. A. SIM, Judge.