

(2937.) CHRISTCHURCH AERATED-WATER WORKERS AND OTHER  
BOTTLERS.—AWARD *RE* DRIVERS.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Christchurch Aerated-water Workers and other Bottlers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Alexander, C. E., Kaiapoi.  
Ballin Bros., Byron Street, Sydenham.  
Barcock, W., London Street, Lyttelton.  
Christiansen, —, Sumner.  
Curtis and Co., London Street, Lyttelton.  
Fraser, J., aerated-water manufacturer, Rangiora.  
Griffiths and Co., Springfield Road, St. Albans.  
Hill and Co., Wordsworth Street, Sydenham.  
Hill, T. C., Opawa.  
Lahman and Roy, Worcester Street, Christchurch.  
Mace, H., and Co., St. Asaph Street, Christchurch.  
Maynard and Co., 36 Salisbury Street, Christchurch.  
Melhuish, J. J., Wilson's Road, Linwood.  
Parsonson and Son, Retreat Road, Avonside.  
Rainbow, W., and Sons, Christchurch.  
Robinson and Sons, St. Asaph Street, Linwood.  
Saunders and Co., Tuam Street, Christchurch.  
Satchell, C. (late Long and Barden), 221 Montreal Street.  
Schumacher, H. C., Lyttelton.  
Sharpe Bros., Worcester Street, Christchurch.  
Were Bros., 23 Papanui Road, Christchurch.  
Wright and Co., Tuam Street, Linwood.  
Wright, Robert, Rangiora.  
Wyatt, W. J., London Street, Lyttelton.

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 representa-

tives 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 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 8th day of December, 1913, and shall continue in force until the 18th day of October, 1915.

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 29th day of November, 1913.

W. A. SIM, Judge.

#### SCHEDULE.

##### *Hours of Work.*

1. The hours for drivers shall be forty-eight per week from April to September inclusive, and fifty-six hours per week during the rest of the year. These hours shall include the time occupied in necessary attendance to horses. The working-hours shall be regulated by the employer according to the special requirements of each business, but so that the ordinary hours of work shall, in the case of workers engaged in the aerated-water and cordial trade, be made to fall between 6.30 a.m. and 6 p.m., and in the case of those workers engaged in the jar trade the hours shall be between 7 a.m. and 6.30 p.m. One hour shall be allowed for dinner, between 11.30 a.m. and 2 p.m., and a weekly half-holiday shall be allowed on Thursday, the work to cease on that day at 12 noon during the winter months and 1 p.m. during the summer months:

Provided that it shall be open to any employer to arrange for the half-holiday to be observed on Saturday in place of Thursday on his giving fourteen days' notice to the Inspector of Awards.

*Wages.*

2. (a.) The minimum wages for drivers shall be as follows: For those driving and attending to one horse, £2 8s. per week; for those driving and attending to two or more horses, £2 12s. per week.

(b.) These wages shall extend to and cover attendance to horses on Sundays, week-days, and holidays.

(c.) No deduction shall be made from such wages for any cause save for time lost through the worker's own default or sickness.

(d.) Wages shall be paid weekly.

*Casual Workers.*

3. Casual workers shall be paid at the rate of 1s. 3d. per hour. A worker employed for any period less than one week shall be deemed a casual worker.

*Youths*

4. Employers shall be at liberty to employ youths under the age of twenty-one years to assist carters at a minimum weekly wage of £1 10s.

*Holidays.*

5. The following shall be recognized holidays: New Year's Day, Good Friday, Easter Monday, Prince of Wales's Birthday, Labour Day, King's Birthday, People's Show Day, Christmas Day, and Boxing Day. When a holiday falls on a Sunday the following day shall be observed. When a holiday is generally observed by the citizens on a day other than that prescribed such day shall be observed by the parties hereto. Double time to be paid for all holidays, except for work done on Boxing Day, New Year's Day, and Easter Monday, which shall be paid for at the rate of 2s. per hour.

*Overtime.*

6. All time worked beyond the hours specified in clause 1 hereof shall be paid for at the rate of 1s. 4d. per hour.

*Termination of Engagement.*

7. One week's notice shall be given on either side of the intended termination of the engagement.

*Under-rate Workers.*

8. (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 capabilities, 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 and his employer 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 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.

#### *Preference.*

9. (a.) In the event of any employer hereafter engaging any worker other than a youth who shall not be a member of the union, and who within fourteen days after his engagement shall not become and remain a member of the union, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union who is equally qualified with the non-member to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate if and only so long as the rules of the union shall permit any person of good character and sober habits who is employed as a driver to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

#### *Matters not provided for.*

10. 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 dissatisfied with the decision of the Conciliation Commissioner may appeal to the Court upon giving notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

*Scope of Award.*

11. This award shall apply only to employers carrying on business within a radius of twenty-one miles from the Chief Post-office in the City of Christchurch.

*Term of Award.*

12. This award shall come into force on the 8th day of December, 1913, and shall continue in force until the 13th day of October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 29th day of November, 1913.

W. A. SIM, Judge.

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MEMORANDUM.

This award is based on the last award, the terms of which were agreed on by the parties (Book of Awards, Vol. xi, p. 609). The principal alterations are these: (a) The wages have been made the same as in the General Drivers' award; (b) the hours of work in summer have been reduced from fifty-nine to fifty-six per week.

W. A. SIM, Judge.

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