

(4338.) CANTERBURY LIVERY-STABLE EMPLOYEES.—AWARD.

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 Canterbury Motor-car, Horse-drivers, and Livery-stable Employees' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

Livery-stable Proprietors.

Chapman, C., Ashburton.

Chinnery, G., 109 Nursery Road, Linwood, Christchurch.

Cox and Truscott, Brake's Stables, 238 Durham Street, Christchurch.

Hayward and Co., Rink Stables, Chester Street, Christchurch.

Jackson and Yeatman, Ashburton.

Lewis, J. J., Ashburton.

Newman, J. F., Ashburton.

O'Malley, A. J., Zetland Stables, Cashel Street, Christchurch.

Scott, G. F., Claridge's Stables, 165 Cashel Street, Christchurch.

Straw, W. J., Rotherfield Stables, Cashel Street, Christchurch.

Tyler, C. A., and Son, Rangiora.

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, 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 26th day of June, 1916, and shall continue in force until the 25th day of June, 1919, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 19th day of June, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. (a.) The following shall be the hours of work: Sixty hours shall constitute a "short week's" work, and seventy hours shall constitute a "long week's" work. A long week includes a Sunday on.

(b.) Each worker shall be entitled to have every alternate Sunday off, but he may agree with his employer to work on his Sunday off at the rate of 1s. 3d. per hour for all time worked on

such Sunday. The payment for such time shall be made in cash and not in time, and the worker shall not in any case be paid less than 3s. for any work done on his Sunday off.

Wages and Overtime.

2. The minimum wage shall be £2 12s. per week, to be paid weekly and in the employer's time. No deduction shall be made from the weekly wage save for time lost through the worker's default.

3. (a.) All time worked in any week in excess of the hours hereinbefore prescribed shall be considered overtime, and shall be compensated with time off or paid for at the end of every fortnight. An account of time worked and time off shall be kept by each employer. A worker shall not be entitled to overtime unless he makes a claim on the same or the next day in respect of work done beyond the customary daily hours. A claim that is not disputed is deemed to be admitted.

(b.) A worker shall be entitled to credit for the actual working-time taken in every concert, theatre, or ball job, with a minimum of one hour for every concert or theatre job and two hours for every ball job.

(c.) When overtime is to be paid for in cash it shall be paid for at the rate of 1s. 3d. per hour.

(d.) When any worker leaves the service of his employer any debit or credit balance of time shall be settled for in cash at the rate of 1s. 3d. per hour.

Holidays.

4. Christmas Day and Good Friday shall be worked as Sundays.

Employment of Youths.

5. The employers shall be at liberty to employ youths of the age of eighteen years and upwards at light work at not less than the following wages: From eighteen to nineteen years of age, £1 5s. per week; from nineteen to twenty years of age, £1 10s. per week; from twenty to twenty-one years of age, £1 15s. per week.

Preference.

6. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within fourteen days after his engagement and remain such member, 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 equally qualified 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 only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober

habits 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.

Term of Award.

7. This award shall come into force on the 26th day of June, 1916, and shall continue in force until the 25th day of June, 1919.

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 19th day of June, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies the recommendations of the Council of Conciliation, which the parties agreed to accept, dated the 21st March last. At the hearing, however, the union asked the Court to increase the minimum wage from £2 10s. to £2 12s., and the Court has granted the request.

T. W. STRINGER, Judge.
