

(4405.) ROTORUA COACH-DRIVERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern 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 Auckland Motor-car and Horse Drivers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Andrews, S., coach-proprietor, Hinemoa Street, Rotorua.

The Hot Lakes Transport Company, Rotorua.

The R. M. Coaching Company, Rotorua.

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 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 3rd day of September, 1916, and shall continue in force until the 3rd day of September, 1918, 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 28th day of August, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. (a.) Sixty hours shall constitute a week's work.

(b.) Any time worked beyond sixty hours in any one week or ten hours in any one day shall be considered overtime, and paid for at the overtime rates hereinafter provided.

(c.) One hour shall be allowed for dinner whenever reasonably practicable.

(d.) The employer shall provide a time-book in which each worker shall enter daily the total hours for which he is entitled to be paid, stating the overtime (if any). The employer shall within twenty-four hours have the time verified and the book initialled.

Wages.

2. The minimum weekly wages to be paid shall be as follows:—

(a.) Drivers of mail-coaches, or drivers who in any week are chiefly engaged in driving four or more horses, £3.

(b.) All other drivers, £2 15s.

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

Casual Labour.

3. (a.) Casual workers shall be paid at the rate of 1s. 1½d. per hour for a driver driving and attending to one horse, and at the rate of 1s. 3d. per hour for a driver driving and attending to two or more horses. Overtime shall be paid to such drivers at the respective rates of 1s. 3d. and 1s. 6d. per hour, and shall commence after ten hours' work shall have been worked in any one day. In the case of casual workers the whole time worked, including time attending to horses, is to be computed as time or overtime, as the case may be.

(b.) A worker shall be deemed to be a casual driver who is not employed continuously for one week or more.

(c.) For work done on Sunday, Christmas Day, or Good Friday a casual driver shall be paid at the rate of 2s. 6d. per hour, save for the time attending to horses, which shall be paid for at the ordinary rate.

Overtime.

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

Holidays.

5. Every driver, for each year's continuous service with an employer, shall be entitled to fourteen days' holiday on full pay at such time as the employer shall determine. Such holiday shall be continuous for the time named unless the employer and worker

shall agree to distribute such holiday during different periods of the year. If the period of service of any worker shall be more than three months but less than twelve months then the worker shall be entitled to a holiday or wages in proportion to such service.

Payment of Wages.

6. Wages, including overtime, shall be paid weekly or fortnightly on a day to be from time to time fixed in advance by the employer.

Terms of Engagement.

7. In the case of workers other than casual hands a week's notice of dismissal or of resignation shall be given by the employer or the worker.

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 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 Factories 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.) 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.

10. This award shall come into force on the 3rd day of September, 1916, and shall continue in force until the 3rd day of September, 1918.

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 28th day of August, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

The principal questions raised in this dispute were as to (1) hours of work, (2) wages, and (3) holidays.

Hours of Work.—It appeared from the evidence at the hearing that the workers were kept on the premises of the employers for several hours per day, during which time they had practically nothing to do, but were, as one of the employers stated, "filling in time" in order to be available in case their services as drivers might be required. This undesirable state of things could easily be avoided by the employers introducing some system of organization in their establishments, and the Court has therefore fixed the ordinary week's work at sixty hours and the ordinary day's work at ten hours, and has provided for payment of overtime in the event of those hours being exceeded.

Wages.—It was proved at the hearing that much of the driving done for employers bound by this award was of a special character and required special care and ability. In these circumstances the Court has fixed the minimum rates of wages at £3 per week for drivers of the higher class, and £2 15s. for all other drivers.

Holidays.—As the workers are employed for seven days in the week the Court has made special provisions for annual holidays being granted to the workers, these provisions being on the lines indicated by the employers as being already customary in Rotorua.

T. W. STRINGER, Judge.