

(5373.) CANTERBURY INDUSTRIAL DISTRICT LIVERY-STABLES, COACH, BUS, AND CAB PROPRIETORS' 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-stables, Coach, Bus, or Cab Proprietors.

Cassidy and Co. (Limited), Coach-proprietors, Springfield.
Derrett, Thomas, Waiau and Culverden.
Freeman, W. B., Waimate.
Lewis, J. J., Wills Street, Ashburton.
McKnight, R., Cab-proprietor, George Street, Timaru.
Maister, G. S., Tancred Street, Ashburton.
Meyer, G., East Oxford.
Moran, M. C., 183 Tuam Street, Christchurch.
Newman, J., Methven.
Phillips, J., Akaroa.
Roberts, R., Zetland Stables, Cashel Street, Christchurch.
Russell, E., 99 Cashel Street, Christchurch.
Scott, G. F., 165 Cashel Street, Christchurch.
Sellwood, Thomas, Glennie's Stables, Stafford Street, Timaru.
Shaw, J., Stafford Street, Timaru.
Sherratt, N., Geraldine.
Stewart, J. J., Rakaia.
Thistleton, R. J., Temuka.
Truscott and Cox, 238 Durham Street, Christchurch.
Tyler, C. A., and Son, Rangiora.
Wright, W., Little River.

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 as from the 1st day of September, 1919, and shall continue in force until the 1st day of September, 1921, 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 1st day of September, 1919.

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 time and a half 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 for less than two hours' work done on his Sunday off.

Wages and Overtime.

2. The minimum wage shall be £3 10s. 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 herein-before prescribed shall be considered overtime, and shall be paid for at the end of every week.

(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.) Overtime shall be paid for in cash and at the rate of time and a half.

Holidays.

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

Employment of Youths.

5. (a.) Except where otherwise expressly provided employers shall be at liberty to employ youths above the age of eighteen years at not less than the following wages: From eighteen to nineteen years, £1 16s. per week; from nineteen to twenty years, £2 2s. per week; from twenty to twenty-one years, £2 10s. per week.

(b.) The number of youths so employed shall not exceed one to each employer, firm, or company employing one adult, and one for each complete four additional adults.

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.

Scope of Award.

7. This award shall apply to all livery-stables, coach, bus, and cab proprietors within the Canterbury Industrial District.

Term of Award.

8. The award to come into force as from the 1st day of September, 1919, and shall continue in force until the 1st day of September, 1921.

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 1st day of September, 1919.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendations of the Conciliation Council, which the parties agreed to accept.

T. W. STRINGER, Judge.
