

(5427.) CANTERBURY LOCAL BODIES' DRIVERS.—AWARD IN
RESPECT OF CERTAIN LOCAL BODIES ONLY.

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") :—

Ashburton Borough Council.
Halswell County Council.
Heathcote County Council.
Kaiapoi Borough Council.
Lyttelton Borough Council.
New Brighton Borough Council.
Paparua County Council.
Rangiora Borough Council.
Riccarton Borough Council.
Spreydon Borough Council.
Sumner Borough Council.
Temuka Borough Council.
Timaru Borough Council.
Waimairi County Council.
Woolston Borough Council.

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 hereinafter provided, and shall continue in force until the 28th day of February, 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 8th day of September, 1919.

T. W. STRINGER, Judge.

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SCHEDULE.

Hours of Work.

1. (a.) A week's work shall consist of forty-eight hours.

(b.) The daily working-hours shall be regulated in advance according to the special requirements of each Council or Board, but so that the ordinary hours of work shall be made to fall between the hours of 7 a.m. and 7 p.m. on five days of the week, and 7 a.m. and 12 noon on Saturday.

(c.) The hours prescribed by clause 1 (a) hereof include time occupied in attendance to horses, cleaning harness, and washing vehicles.

(d.) All time worked beyond the hours prescribed in clause 1 (b) hereof shall be counted as overtime, and shall be paid for as prescribed by clause 4 hereof.

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

Wages.

2. Drivers shall receive a minimum wage of not less than £3 10s. per week. Drivers of nightsoil-carts shall receive not less than £3 16s. per week.

Holidays.

3. Drivers shall receive the following holidays: New Year's Day, 2nd January, Good Friday, Easter Monday, King's Birthday, Labour Day, Show Day, Anniversary Day, Christmas Day, Boxing Day, and a full day to be set apart for an annual picnic.

Overtime.

4. (a.) Overtime shall be paid for at the rate of not less than 2s. per hour for all time worked beyond the hours prescribed in clause 1 (b) hereof.

(b.) Any work done other than by drivers of nightsoil-carts between the hours of 10 p.m. and 6 a.m. shall be paid not less than 2s. 6d. per hour, with a minimum payment of 5s. For work done on Sundays, Christmas Day, or Good Friday drivers shall be paid not less than 3s. per hour. For work done on other holidays as herein prescribed drivers shall be paid not less than 2s. per hour, with a minimum payment of 4s. These payments shall be in addition to the weekly wages save for time taken in attending to horses, which shall be paid for at the ordinary rate.

Payment of Wages.

5. Wages shall be paid weekly or fortnightly in cash, overtime included, not later than Friday in the week. Special arrangements may be come to between any local authority and the union for monthly payments.

Terms of Engagement.

6. (a.) 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 employee.

(b.) In the event of an employee being suspended from duty for any cause he shall have the right to appeal to the Works Committee before being dismissed from his employment.

Stable-attendants.

7. (a.) In all stables where twelve or more horses are kept the employer shall provide stable-attendants, who shall do all stable-work outside the drivers' ordinary working-hours, and also on Sundays and holidays.

(b.) Stable-attendants shall receive not less than the weekly rate of pay prescribed for drivers.

Preference.

8. (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.

9. This award shall bind only the parties named herein.

Term of Award.

10. This award so far as it relates to wages shall come into force as from the 12th day of May, 1919, and so far as all the other provisions of this award are concerned it shall come into force on the 15th day of September, 1919, and this award shall continue in force until the 28th day of February, 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 8th 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. By agreement of the parties the award is made retrospective in its operation as regards wages.

T. W. STRINGER, Judge.
