

(7510.) CANTERBURY LOCAL BODIES' DRIVERS.—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 undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Ashburton Borough Council.  
Heathcote County Council.  
Kaiapoi Borough Council.  
Levels County Council.  
Lyttelton Borough Council.  
New Brighton Borough Council.  
Paparua County Council.  
Rangiora Borough Council.  
Riccarton Borough Council.  
Sumner Borough Council.  
Temuka Borough Council.  
Timaru Borough Council.  
Waimairi County 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, 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 a penalty as by law provided shall be 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 13th day of February, 1926, 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 affixed, and the Judge of the Court hath hereunto set his hand this 24th day of May, 1923.

[L.S.]

— F. V. FRAZER, Judge.

SCHEDULE.

*Hours of Work.*

1. (a.) Except where otherwise provided, a week's work shall not exceed 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.) An agreement may be made with the employees of County Councils whereby the hours of work on Saturdays may be worked between 7 a.m. and 7 p.m. Where such agreements are made one full day off shall be allowed in each fortnight, and not more than ninety-six hours shall be worked in such period.

(d.) Employers shall be at liberty to make special arrangements with drivers of nightsoil carts, provided that the total number of hours worked shall not exceed forty-eight in each week.

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

(f.) 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.

(g.) 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. Horse-drivers shall receive a minimum wage of not less than 1s. 8d. per hour.

Drivers of motor-vehicles, 1s. 9d. per hour.

Drivers of nightsoil-carts shall receive not less than 2s. 3d. per hour.

Drivers of three or more horses shall receive 1s. 8 $\frac{3}{4}$ d. per hour.

*Holidays.*

3. The following shall be the recognized holidays: New Year's Day, 2nd January, Good Friday, Easter Monday, Labour Day, Show Day, Sovereign's Birthday, Christmas Day, and Boxing Day. Work done on 2nd January, Easter Monday, Sovereign's Birthday, and Show Day shall be paid for at the rate of time and a half. Work done on any other holidays shall be paid for at the rate of double time.

*Overtime.*

4. All time worked beyond the hours hereinbefore mentioned shall be considered overtime, and shall be paid for at the rate of time and a half for the first three hours, and thereafter at the rate of double time.

*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. The employer shall give the worker one hour's notice or one hour's pay in lieu of notice prior to his dismissal. Each worker shall give his employer one hour's notice that he is about to leave his employment, or shall forfeit in lieu thereof one hour's pay, to be deducted from the wages due to him. In the event of any worker being dismissed or leaving his employment all wages due to him shall be paid to him by his employer within twenty-four hours; if not so paid all waiting-time shall be paid for at the overtime rate.

*Preference.*

7. If and so long as the rules of the union permit any person of good character and sober habits and a competent workman to become a member of the union upon payment of an entrance fee not exceeding 5s., upon his written application, without ballot or other election, and so to continue upon contributing subscriptions not exceeding 6d. per week, the employers shall employ members of the union in preference to non-members, provided that there are members available without undue delay who are equally qualified and willing to perform the particular work.

*Variation of Rates.*

8. The rates of remuneration fixed by this award shall not be subject to any increase or reduction by virtue of any general order of the Court until the 13th day of February, 1926.

*Scope of Award.*

9. This award shall apply only to the parties named herein and to such other employers as the Court shall from time to time direct to be added as parties.

*Term of Award.*

10. This award in so far as it relates to wages shall be deemed to have come into force on the 1st day of April, 1923, and so far as all the other provisions of this award are concerned it shall come into force on the date hereof; and this award shall continue in force until the 13th day of February, 1926.

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 24th day of May, 1923.

[L.S.]

F. V. FRAZER, Judge.

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**MEMORANDUM.**

The Court has struck out the Halswell County Council from the list of parties, as that Council does not employ drivers. An application to strike out the Levels County Council has been refused, for in our opinion the provisions of the award are sufficiently elastic to meet the requirements of the work of that Council. The Court is not responsible for the wording of the preference clause.

[L.S.]

F. V. FRAZER, Judge.