

(8215.) CANTERBURY BREWERS' 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 Christchurch Brewers, Maltsters, and Related Trades Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Canterbury (N.Z.) Seed Company (Limited), Cashel Street,  
Christchurch.

Dominion Compressed Yeast Company (Limited), Moorhouse  
Avenue, Christchurch.

Hall and Co., Devonport Lane, St. Albans, Christchurch.

New Zealand Breweries (Limited), Christchurch.

Rangiora Brewery Company (G. Sturgess), Rangiora.

Timaru Brewery Company (Limited), Timaru and Christchurch.  
White Star Brewery Company, Kaiapoi.

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 1st day of March, 1927, 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 29th day of May, 1925.

[L.S.]

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F. V. FRAZER, Judge.

#### SCHEDULE.

##### *Hours of Work.*

1. (a.) Except where otherwise provided, a week's work shall not exceed forty-eight hours, exclusive of the time required for necessary attendance to horses and motor-vehicles, which shall be paid for as provided for in clause 3 hereof.

(b.) If more than nine hours' work (exclusive of attendance to horses or motor-vehicles) is done in any one day, any excess beyond nine hours and the specified attendance to horses or motor-vehicles shall be paid for at overtime rates.

(c.) Any work other than the specified attendance to horses or motor-vehicles done before 7 a.m. or after 7 p.m. on five days of the week, and before 7 a.m. or after 1 p.m. on the day of the weekly half-holiday, shall be paid for at overtime rates as hereinafter specified, whether or not the weekly limit shall have been exceeded.

(d.) Employers shall be at liberty to make special arrangements as to the hours of work with drivers attending early and late trains and steamers, or engaged in the delivery of yeast outside of the hours specified in the preceding subclause, provided that in each case the total number of hours of work shall not be more than forty-eight per week, or nine hours per day on five days of the week and four and a half hours on the day of the weekly half-holiday, and in the case of these drivers overtime shall be paid only for any time worked in excess of the hours herein prescribed.

(e.) One hour shall be allowed for dinner, if feasible.

### *Wages.*

2. (a.) The minimum rates of wages for workers coming within the provisions of this award shall be as follows:—

	Per Week.		
	£	s.	d.
For those driving and attending one horse .. .. .	4	4	0
For those driving and attending two or more horses .. .. .	4	6	6
For those driving and attending to motor-vehicles with a carrying-capacity of from 5 cwt. to 1 ton .. .. .	4	7	0
For those driving and attending to motor-vehicles with a carrying-capacity of more than 1 ton and up to 2 tons .. .. .	4	9	6
For those driving and attending to motor-vehicles with a carrying-capacity of more than 2 tons and up to 3 tons .. .. .	4	12	0
For those driving and attending to motor-vehicles of more than 3 tons .. .. .	4	15	6

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

### *Stable-work and Attendance to Motor-vehicles.*

3. (a.) Stable-work and attendance to motor-vehicles may be performed within the hours specified in clause 1 hereof. All stable-work done in excess of such hours up to four hours per week in the case of one-horse drivers, and eight hours per week in the case of two-horse drivers, shall be paid for at the rate of 1s. 9d. per hour. Attendance on motor-vehicles up to four hours per week shall be paid for at 1s. 10d. per hour. In the event of drivers being called upon to do stable-work and attendance to horses on Sundays or award holidays in stables where a stableman has to be kept in pursuance of subclause (e) hereof such work shall be paid for at ordinary overtime rates (2s. 6d. per hour) even though the number of weekly hours of stable-work and attendance to horses has not been exceeded.

(b.) All stable-work and attendance on motor-vehicles in excess of the above-mentioned hours shall be paid for at ordinary overtime rates.

(c.) Stable-work and attendance on motor-vehicles as provided for in clauses 1 and 3 shall be performed when and as required by the employer.

(d.) Youths may be employed at stable-work at 1s. per hour.

(e.) In all stables where fourteen or more horses are kept the employer shall provide a man whose duties shall be to keep the stable clean and mix the feed.

#### *Casual Drivers.*

4. (a.) Casual horse-drivers shall be paid at the rate of 1s. 9 $\frac{3}{4}$ d. per hour for a driver driving and attending to one horse, and at the rate of 1s. 11 $\frac{3}{4}$ d. per hour for a driver driving and attending to two or more horses. Overtime shall be paid to such drivers at the rate of 3s. per hour, and shall commence on five days of the week after nine and a half hours' work shall have been performed, and after 12.30 p.m. on the weekly half-holiday. Casual drivers shall receive a minimum of four hours' pay, and the whole time worked, including the time attending to horses, is to be computed as ordinary time or overtime, as the case may be.

(b.) Casual drivers of motor-vehicles shall be paid at the rate of 1s. 11 $\frac{3}{4}$ d. per hour for driving and attending to motor-vehicles of a carrying-capacity of from 5 cwt. to 2 tons, and at 2s. 1 $\frac{3}{4}$ d. per hour for driving and attending to motor-vehicles of a carrying-capacity exceeding 2 tons. Overtime shall be paid to such drivers at the rate of 3s. 3d. per hour, and shall commence after nine and a half hours' work shall have been worked in any one day. Casual drivers of motor-vehicles shall receive a minimum of four hours' pay, and the whole time worked, including time attending to motor-vehicles, is to be computed as ordinary time or overtime, as the case may be.

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

(d.) For work done on Sunday, Christmas Day, or Good Friday a casual driver shall be paid at the rate of 4s. per hour, save for the time attending to horses or motor-vehicles, which shall be paid for at the ordinary rate.

#### *Holidays.*

5. (a.) The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Monday, Show Day, Labour Day, Anniversary Day or the Sovereign's Birthday, Christmas Day, Boxing Day, and 2nd January or picnic day.

(b.) For work done on Sunday, Christmas Day, or Good Friday, other than attendance to horses, drivers shall be paid at the rate of not less than 3s. 1d. per hour. For work other than attendance to horses done on any of the other holidays mentioned in this award drivers shall be paid at the rate of not less than 2s. 3d. per hour. The above payments shall be in addition to the weekly wages.

*Drivers' Duties.*

6. It shall be part of the ordinary duty of a driver to assist when required in loading and unloading his employer's vehicles. An employee may employ a driver at work outside his ordinary duties for the purpose of filling in time, but in such case he shall be paid not less than the award or ruling rate for such work, and not less in any case than the ordinary rates for drivers.

*Miscellaneous.*

7. *Aprons.*—The employer shall provide each driver with one apron each year.

*Overtime.*

8. (a.) All work done in excess of the hours prescribed in clauses 1 and 3 hereof shall be deemed to be overtime, and shall be paid for at the rates following: Horse-drivers, 2s. 6d. per hour, and between 10 p.m. and 6 a.m. 3s. 3d. per hour; motor-vehicle drivers, 2s. 7d. per hour up to 2 tons, and over 2 tons 2s. 9d. per hour, and between 10 p.m. and 6 a.m. 3s. 3d. per hour. Drivers ordered back to work after the tea-hour or after 12.30 p.m. on the day of the weekly half-holiday shall receive a minimum of two hours' pay.

(b.) All time worked after 12.30 p.m. on the day usually observed as the weekly half-holiday shall be paid for at over-time rates.

*Payment of Wages.*

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

*Term of Engagement.*

10. 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, as the case may be, but this shall not prevent any employer from dismissing any worker for good cause.

*Special Clause, applicable only to the Dominion Compressed Yeast Company (Limited).*

11. (a.) The Dominion Compressed Yeast Company (Limited) may employ youths at not less than the following rates:—

	Per Week.
	£ s. d.
From eighteen to nineteen years of age	.. 2 3 6
From nineteen to twenty years of age ..	.. 2 9 6
From twenty to twenty-one years of age	.. 2 17 6

(b.) The number of youths so employed shall not exceed one to each employer, firm, or company employing one fully-paid driver, and one to each complete four additional fully-paid drivers.

(c.) The rate of overtime and payment for work done on holidays for youths shall be 1s. 6½d. per hour.

*Under-rate Workers.*

12. (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 Awards 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.*

13. (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 this 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 9d. per week or 9s. 9d. per quarter.

(c.) Whenever an employer shall employ a worker who is not a member of the union for a longer period than seven days, the employer shall give notice in writing of such employment to the secretary of the union.

*Scope of Award.*

14. This award shall operate throughout the Canterbury Industrial District.

*Term of Award.*

15. This award in so far as it relates to wages shall be deemed to have come into force on the 2nd day of March, 1925, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 1st day of March, 1927.

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 29th day of May, 1925.

[L.S.]

F. V. FRAZER, Judge.

## MEMORANDUM.

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

[L.S.]

F. V. FRAZER, Judge.