

(8413.) CHRISTCHURCH CITY CORPORATION 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 City Corporation (hereinafter called “the employer”) and the Canterbury Motor-car, Horse-drivers, and Livery-stable Employees’ Industrial Union of Workers (hereinafter called “the union”).

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 31st day of July, 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 17th day of November, 1925.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. (a.) A week's work shall be forty-nine hours for a driver driving and attending to one horse or motor-vehicle, and fifty-one hours for a driver driving and attending to two horses.

(b.) The daily working-hours shall be regulated in advance according to the special requirements of the employer, but so that the ordinary hours of work shall be made to fall between the hours of 6 a.m. and 7 p.m. on five days of the week, and 6 a.m. and 12 noon on Saturday.

(c.) The hours prescribed in subclause (a) hereof include all time occupied in attendance to horses, cleaning harness, and washing and attending vehicles.

(d.) All time worked beyond the hours prescribed in this clause shall be counted as overtime.

(e.) The hours of work for night-broom drivers shall be forty hours per week; this shall include all time occupied in coupling up and attending the brooms or tractor. All time worked in excess of such hours shall be paid for at overtime rates.

(f.) The hours of work for nightsoil drivers shall be forty-five per week, to be worked over a period of six nights per week. This shall include all time required for fixing and unfixing tanks, &c. All time worked in excess of such hours shall be paid for at the rate of 3s. per hour.

(g.) The 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. (a.) The minimum rates of wages shall be as follows: Horse-drivers, 1s. 11d. per hour; motor-drivers, 1s. 11½d. per hour; night-broom drivers, 2s. 6d. per hour; nightsoil drivers, £6 per week. The foreman of the night-broom gang shall receive 1s. per night extra.

(b.) In addition to the wages prescribed in subclause (a) hereof, 1s. per day, with a maximum of 5s. 6d. per week, shall be given as

dirt-money for drivers engaged in the following work: Tar and asphalt carting; clinker-carting; fish-carting; sump-cleaning. Household-rubbish carting, 6d per day or part-day extra; and 6d. per hour extra for any time worked between 6 a.m. and 7 a.m.

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

Meals.

3. One full hour shall be allowed daily for dinner, between the hours of 11.45 a.m. and 1.30 p.m., for all horse and motor drivers.

Holidays.

4. (a.) Drivers shall receive and be paid for the following holidays: New Year's Day, the following day, Good Friday, Easter Monday, King's Birthday, Labour Day, Show Day, Anniversary Day, Christmas Day, Boxing Day, and a Saturday to be set apart for an annual picnic.

(b.) For work done on Sundays, Christmas Day, or Good Friday, other than attendance to horses, drivers shall be paid at the rate of double time. For work done on other holidays mentioned in this award drivers shall be paid at the rate of time and a half. The above payment shall be in addition to the ordinary weekly wages, with a minimum payment as for two hour's work.

Overtime.

5. Overtime shall be paid for at the rate of not less than 2s. 6d. per hour for all time worked beyond the hours prescribed in clause 1 hereof, for the first two hours in any one day, and thereafter at the rate of 3s. 6d. per hour.

Payment of Wages.

6. Wages shall be paid weekly in cash, overtime included, on Friday, in the central yard, and not later than Saturday morning in any instance.

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 employee. In the event of an employee being suspended from duty for any cause he shall have the right to appeal to the City Engineer before being dismissed from the employer's service.

Stable-attendants.

8. 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.

Preference.

9. Preference of employment shall be given to members of the union.

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 August, 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 31st day of July, 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 17th day of November, 1925.

[L.S.]

____ F. V. FRAZER, Judge.

MEMORANDUM.

This award is made under section 3 of the Industrial Conciliation and Arbitration Amendment Act, 1911, and embodies, without alteration, an industrial agreement made on the 27th day of October, 1925, and recorded in Book of Awards, Vol. XXVA, p. 952. The Court is not responsible for the wording of the preference clause, which is in a form agreed on by the parties. As, however, only one employer is affected, the Court has decided not to alter the clause.

____ F. V. FRAZER, Judge.