

(10536.) GISBORNE JUDICIAL DISTRICT, WANGANUI-RANGITIKEI DISTRICT, AND NELSON INDUSTRIAL DISTRICT MOTOR AND HORSE DRIVERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern, Wellington, and Nelson Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the New Zealand Federated Drivers and Related Trades Industrial Association of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

NORTHERN INDUSTRIAL DISTRICT.

Gisborne.

Allan, J. S., Plumber, Gladstone Road, Gisborne.
 Barry, D. J., Wine and Spirit Merchant, Gisborne.
 Bell Coal and Carrying Co., Gisborne.
 Brocklebank, George, Aberdeen Road, Gisborne.
 Clare and Clare, Merchants, Read's Road, Gisborne.
 Coutts and Jamieson, Carriers, Gisborne.
 Dowell, J., Baker, Gladstone Road, Gisborne.
 Findlay, W., Baker, Gladstone Road, Gisborne.
 Gisborne Sheepfarmers Frozen Meat and Mercantile Co., Ltd. (Wholesale Department), Gisborne.
 Hall, F., and Sons, Plumbers, Gladstone Road, Gisborne.
 Hogan, T., Carrier, Awapuni Road.
 Hopps, A., Carrier, Gisborne.
 Hughes, E. C., "Q.E.D." Motor-bike Combination.
 Hyde, V. H., Carrier, Gisborne.
 James, J. H., Carrier, Gisborne.
 Juke, W., Carrier, Mangapapa, Gisborne.
 Jury and Parry, Coal-merchants, Gisborne.
 Kia Ora Dairying Co., Gisborne.
 Kirk, Colin, Carrier, Gisborne.
 Line Bros., Bakers, Gisborne.
 Lord, E., Carrier, Gisborne.
 McBreen, F., General Carrier, Gisborne.
 McDonald and Sons, Carriers, Gisborne.
 McKinley and Co., Grocers, Gladstone Road, Gisborne.
 Mangapapa Bakery, Gisborne.
 Martin, —, Aerated-water Manufacturer, Gisborne.
 Monk, H. A., Carrier, Gladstone Road.
 Morris, B. G., Draper, Gladstone Road.
 Munro, R., Baker, Gisborne.
 Nelson, J., Carrier, Willow Street, Gisborne.
 Newcombe, W., Carrier, Gisborne.
 New Zealand Breweries, Ltd., Gisborne.
 Nicol and Son, Carriers, Grey Street, Gisborne.
 Niven, A., Carrier, Gisborne.
 Okitu Butter-factory, Gisborne.
 Oppenheim, R., Fellmonger, Gisborne.
 Pilkington, H., Carrier, Gisborne.
 Preece, W., Carrier, Gisborne.
 Priestly, W., Carrier, Gisborne.
 Robertson Irrestible Bakery, Gisborne.
 Schollum, A., Carrier, Gisborne.

Smith Bros., Aerated-water Manufacturers, Gisborne.
 Smith, George, Builder, Gisborne.
 Thompson, D. S., Merchant, Gladstone Road, Gisborne.
 Thurburn, J., Carrier, Gladstone Road, Gisborne.
 Westport Coal Co., Ltd., Gisborne.
 Wilson, Canham, and Co., Ltd., Fellmongers, Gisborne.
 Wilson, W., Contractor, Gisborne.
 Wilson and Aisablie, Zenith Transport Service, Quay Street, Gisborne.

Country Districts.

Akers Bros., Carriers, Ruatoria.
 Bell, R. M., Baker, Kaiti.
 Chaffey, G., Carrier and Contractor, Tokomaru Bay.
 Clare and Sons, Bakers, Makaraka.
 Monk, A., Carrier, Mangapapa.
 Smith, N. B., General Carrier, Tolaga Bay.
 Ward's Transport Service, Ruatoria.
 Wooller, S., Baker, Te Hapara.

WELLINGTON INDUSTRIAL DISTRICT.

Wanganui.

Bakers and Confectioners—

Ansley, M., Baker, Castlecliff.
 Bevin, H., Gonville.
 Cutelli Bros., Victoria Avenue, Wanganui.
 Davis, A. S., Gonville.
 Dustins Ltd., Victoria Avenue, Wanganui.
 Gordon, C. J., 51 Carlton Avenue, Gonville.
 Hamilton, P. G., 68 Bell Street, Wanganui.
 Hodson, T., 1 Barrack Street, Wanganui.
 Newsomes Ltd., 32 Pitt Street, Wanganui.
 Rennies, A. B. C., Bakeries, 137 Victoria Avenue, Wanganui.
 Steer, W. J., 16 Glasgow Street, Wanganui.
 Stewart, C. E., Guyton Street, Wanganui.
 Thomson, J. M., Heads Road, Gonville.
 White, J., Baker, Aramoho.

Carriers and Contractors—

Carvell, W. K., and Sons, Surrey Road, Springvale, Wanganui.
 Hardy's Transport, Ltd., Taupo Quay, Wanganui.
 Highways Transport Co., Ltd., St. Hill Street, Wanganui.
 Moye, J., Sargeant Street, Wanganui.
 New Zealand Express Co., Ltd., Trafalgar Place, Wanganui.
 Robb, D. H., 20 Purnell Street, Wanganui.
 Robinson and Co., Taupo Quay, Wanganui.
 Smith, Alfred, and Sons, Taupo Quay, Wanganui.
 Smith Bros., 10 Taupo Quay, Wanganui.
 Wanganui-Hawera - Palmerston North Transport Services, 6 Taupo Quay, Wanganui.
 Wanganui-Taihape Transport Service, Ridgway Street, Wanganui.
 Wright, S., and Co., 60 Taupo Quay, Wanganui.

Builders—

Bignell Construction Co., Ltd., Ridgway Street, Wanganui.
 Chisholm, L. W., Gonville.
 Gopperth, J. C., Liverpool Street, Wanganui.
 Jones, J. N. O., and Sons, 22 Wilson Street, Wanganui.
 Pearson, A., Tawa Street, Gonville.
 Pepper, A., Somme Parade, Aramoho.

Walpole and Paterson, Ltd., Guyton Street, Wanganui.
 Wanganui Builders and Contractors' Industrial Union of Employers,
 Ridgway Street, Wanganui.

General Merchants—

Cock, J. H., and Co., 35 Taupo Quay, Wanganui.
 Goldingham and Beckett, Ltd., St. Hill Street, Wanganui.
 Johnston and Co., Ltd., Taupo Quay, Wanganui.
 Levin and Co., Ltd., Taupo Quay, Wanganui.
 Russell Bros., and Co., Taupo Quay, Wanganui.
 Southern Cross Biscuit Co., Ltd., 1 Hatrick Street, Wanganui.

Oil and Motor-spirit Merchants—

Atlantic Union Oil Co., Ltd., Taupo Quay, Wanganui.
 Paterson, A. S., and Co., Ltd., Castlecliff.
 Shell Co. of New Zealand, Ltd., Castlecliff.
 Texas Co. (Australasia), Ltd., Castlecliff.
 Vacuum Oil Co. Proprietary, Ltd., Heads Road, Wanganui.

Wood and Coal Merchants—

Bagley, I. W., Somme Parade, Wanganui.
 Bullock, B., and Co., Springvale, Wanganui.
 Burns, J. H., Glasgow Street, Wanganui.
 Butler Bros., Pitt Street, Wanganui.
 Carswell and Haye, Aramoho.
 Cuthbertson, R. E., and Co., Ltd., St. Hill Street, Wanganui.
 Cuthbertson, T. W., Castlecliff.
 Bashfield, E., 170 Guyton Street, Wanganui.
 Dunlop, J., 108 Somme Parade, Wanganui.
 Gregory, Herbert, Wanganui East, Wanganui.
 Way and Wilson, 46 Carlton Avenue, Gonville.
 Westport Coal Co., Ltd., 3 Trafalgar Place, Wanganui.

Miscellaneous—

Amalgamated Brick and Pipe Co., Ltd., Sedgbrook, Wanganui.
 Bassetts Ltd., Timber-merchants, Wilson Street, Wanganui.
 Frankish Bros., and Co., Ltd., Produce-merchants, Victoria Avenue,
 Wanganui.
 Fresh Food Co., Ltd., Merchants, London Street, Wanganui.
 General Machinery Co., Merchants, Aramoho.
 Haywood, Frank, Laundryman, Aramoho.
 Hughes, Allomes, Ltd., Painters, 209 Victoria Avenue, Wanganui.
 Ideal Bag Wash, 50 Alma Road, Gonville.
 Jamieson Bros., Ltd., Ice-cream Manufacturers, 25 Wilson Street,
 Wanganui.
 McFarlane, D., and Co., Ltd., Ironmongers, 108 Ridgway St., Wanganui.
 Mason, Struthers, and Co., Ltd., Ironmongers, Victoria Avenue,
 Wanganui.
 Nancarrow, F. H. J., Ltd., Wine and Spirit Merchants.
 New Zealand Refrigerating Co., Ltd., Produce-merchants, Gonville.
 Pursers Ltd., Furnishers, Victoria Avenue, Wanganui.
 Thomson, Lewis, and Co., Ltd., Aerated-water Manufacturers, Campbell
 Place, Wanganui.
 Tingey, R. and E., Ltd., Oil and Colour Merchants, 69 Victoria Avenue,
 Wanganui.
 Wanganui Aerated Water Co., Ltd., 112 St. Hill Street, Wanganui.
 Wanganui Bacon Co., Ltd., Victoria Avenue, Wanganui.
 Wanganui Brewery Co., Ltd., 1 Bates Street, Wanganui.
 Wanganui-Rangitikei Electric-power Board, St. Hill Street, Wanganui.
 Wanganui Sash and Door Factory and Timber Co., 1 Ridgway Street,
 Wanganui.

Wanganui Steam Laundry Co., Ltd., 64 Harrison Street, Wanganui.
 Wanganui Woollen Mills, Aramoho.
 Whitlock, F., and Sons, Sauce and Pickle Manufacturers, Aramoho.

Marlon.

Cary, L. D., Timber-merchant, High Street, Marlon.
 Gould, A. J., Baker, Broadway, Marlon.
 Hodder and Tolly, Merchants, High Street, Marlon.
 Holder, F., Cordial-manufacturer, Wellington Road, Marlon.
 Jellyman, F. H., Carrier and Contractor, Marlon.
 Kendrick, A., Brickmaker, Marlon.
 Longburn Freezing Works, Oxford Street, Marlon.
 Marlon Junction Brick and Tile Works, Marlon.
 Marlon Sash and Door and Timber Co., Ltd., Marlon.
 Miles, J., Baker, Broadway, Marlon.
 New Zealand Farmers' Co-operative Distributing Co., Ltd., Merchants,
 Marlon.
 Powell, A., Carrier, Marlon.
 Parkes, A. E., Carrier, Marlon.
 Wilson, R., and Co., Merchants, Marlon.
 Wilson, T. A., Wood and Coal Merchant, Marlon.
 Whitcombe and Son, Bakers, Station Road Bakery, Marlon.
 Whitford, W. C., Baker, Marlon.

Taihape.

Capill, C. S., Carrier and Coal-merchant, Taihape.
 Horton Bros., Carriers, Taihape.
 Main Trunk Brewery Co., Ltd., Brewers, Taihape.
 Nicholls Transport Ltd., General Carriers, Taihape.
 Thompson and Bowater, Carriers and Contractors, Taihape.

Raetihi.

Godfrey and Moore, Contractors, Ward Street, Raetihi.
 Lynn, J. A., Carrier, Ballance Street, Raetihi.
 Wade, W. G., Coal and Wood Merchant, Parapara Road, Raetihi.
 Wilson, W. H., Coal and Wood Merchant, Pitt Street, Raetihi.

Waverley.

Bates, R., Carrier and Contractor, Main Street, Waverley.
 Bensemann, A. W., Carrier, Waverley.
 Palmer, R. P., General Merchant, Waverley.
 Thomason, F., Carrier, Waverley.
 Wall, T. W., Coal and Timber Merchant, Waverley.

Waitotara.

Hurley, W. A., Carrier, Waitotara.

Bulls.

Mead Bros., Carriers, Bulls.

Patea.

Glenny, W. C., Ltd., Carriers and Merchants, Patea.

Hunterville.

O'Brien's Ltd., Bakers, Hunterville.
 Taylor, T. G., Baker, Hunterville.

NELSON INDUSTRIAL DISTRICT.

Andrews and Sons, Carriers, Brightwater.
 Anderson, T. O., Baker, Takaka.
 Antice and Co., Bridge Street, Nelson.
 Baigent, A. T., Carrier, St. Vincent Street, Nelson.
 Baigent and Sons, Timber-merchants, Nelson.
 Baird, J., Merchant, Nelson.
 Baldwin, P., and Co., Cartage Contractors, Nelson.
 Brough, B. A., Contractor, Nelson.
 Brough, H., Carrier, Kawai Street, Nelson.
 Buxton, E., and Co., Merchants, Nelson.
 Carlton Dairy Co., Bridge Street, Nelson.
 Chapman, A. D., Carrier, Richmond.
 Ching, C. H. R., Carrier, Spring Grove.
 Ching, R. A., Carrier, Stoke.
 Clements, A. A., Carrier, Weka Street, Nelson.
 Cooksey and Co., Carriers, Morrison Street, Nelson.
 Croucher, A. J., Wood and Coal Merchant, Richmond.
 Croucher and Sons, Bakers, Richmond.
 Day, G. A., Bridge Street, Nelson.
 Dodson, J. R., Brewers and Cordial-manufacturers, Nelson.
 Eastgate and Co., Bakers, Richmond.
 Emms, C. J., Cartage Contractor, Takaka.
 Exton, K., Carrier, Hastings Street, Nelson.
 Forsythe and Bain, Coal-merchants, Nelson.
 Freeman and Co., Bakers, Brightwater.
 Freeman and Sons, Bakers, Waimea Street, Nelson.
 Funnell and Co., Carriers, Motueka.
 Gill, W. E., Carrier, Haven Road, Nelson.
 Golden Bay Co-operative Dairy Co., Ltd., Takaka.
 Goodman, H. L., Baker, Motueka.
 Goodwin, W., Carrier, Tahunanui.
 Gormans Ltd., Cordial-manufacturers, Nelson.
 Grant Bros., Carriers, Nelson.
 Griffin and Son, Biscuit-manufacturers, Nelson.
 Haggitt, C., Cartage Contractor, Nelson.
 Harley and Sons, Brewers, Nelson.
 Harling, H., Carrier, Morrison Street, Nelson.
 Hart, H., Baker, Motueka.
 Harte, M., Merchant, Flat Creek.
 Hawkins, H. P., Carrier, Richmond.
 Hodgson and Co., Merchants, Murchison.
 Hoddaway, E., Contractor, Motueka.
 Holyoake, H., Carrier, Motueka.
 Howat, J., Coal-dealer, Nelson.
 Hunter, L. A., Cartage Contractor, Nelson.
 Kenning, W. A., Cartage, Nelson.
 Kirk and Co., Ltd., Merchants, Takaka.
 Kirkpatrick, S., and Co., Ltd., Manufacturers, Nelson.
 Lawry, W. L., Lime-merchant.
 Levin and Co., Ltd., Merchants, Bridge Street, Nelson.
 McNee and Co., Storekeepers, Murchison.
 McPherson and Co., Carriers, Wakefield.
 Neale and Hadden, Merchants, Nelson.
 Nelson City Council, Nelson.
 Newport, H. J., Contractor, Hamden Street, Nelson.
 Newport, P. N., Contractor, Vanguard Street, Nelson.
 Miller, A., and Co. (Estate of), Timber-merchants, Nelson.
 Murchison Dairy Co., Murchison.

Page, G., and Sons, Cabinetmakers, Nelson.
 Paterson, A. S., and Co., Ltd., Merchants, Nelson.
 Pawson, A., Contractor, Nelson.
 Pettit and Tibble, Contractors, Nelson.
 Ricketts, O., Carrier, Haven Road, Nelson.
 Roach, W., Carrier, Tasman.
 Robertson Bros., Timber-merchants, Nelson.
 Robertson, G., Builder, Brightwater.
 Roughton, T., and Sons, Contractors, Spring Grove.
 Rowlings, R., Carrier, Motueka.
 Ruff, J., Carrier, Bridge Street, Nelson.
 Russell, G. P., and Son, Dealers, Nelson.
 Satherly and Sons, Contractors, Waimea West.
 Schouder, L. J., Carrier, Brightwater.
 Shell Co. of New Zealand, Ltd., Port Nelson.
 Small, W. J., Contractor, Takaka.
 Snow, W. V., Contractor, Bridge Street, Nelson.
 Spiers, S. F., and Co., General Carriers, Murchison.
 Stagg, A., Contractor, Tahunanui.
 Stillwell and Co., Contractors and Timber-merchants, Motueka.
 Stock, M., Carrier, Kawai Street, Nelson.
 Stubbury, J., Tasman.
 Sullivan, J. M., Contractor.
 Tasker and Levin, General Merchants, Nelson.
 Taylor, A. F., Carriers, Motueka.
 Teece, C., Carrier, Upper Moutere.
 Thompson, S. C., Carrier, Halifax Street, Nelson.
 Tocher, A. W., Storekeeper, Tasman.
 Trask, J. A. G., Carrier, Stoke.
 Vacuum Oil Co. Proprietary, Ltd., Nelson.
 Williams and Hay, Carriers, Nelson.

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 from the 9th day of October, 1933, and shall continue in force until the 9th day of October, 1934, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 2nd day of October, 1933.

[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, exclusive of the time required for necessary attendance to horses and motor-vehicles, which shall be paid for as provided in clause 2 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) Employers shall be at liberty to make special arrangements as to their hours of work with drivers attending early and late trains and steamers, or employed in the collection or delivery of mails or newspapers, or in the collection and/or delivery of parcels within a radius of ten miles from the chief post-office in the city or town in which the employer's place of business is situated, or engaged in connection with meat-works, abattoirs, or stone-quarries, or at sand and gravel carting, or night-soil work, or municipal scavenging, or carting milk or cream for depots, creameries, or butter or cheese factories, the collection or delivery of fruit and produce, or ice-cream for ice-cream manufacturers: Provided that in each case the total number of hours of work shall not exceed 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 specified.

(d) Provided, further, that the hours of work of drivers employed by aerated-water and cordial manufacturers, ice-cream manufacturers, and others engaged in seasonal trades, and oil companies in respect of tank-wagon drivers, may be fifty-two hours per week (exclusive of time required for tending horses or motor-vehicles) from 1st November to 30th April (inclusive), and forty-four hours (exclusive of time required for tending horses or motor-vehicles) from 1st May to 31st

October (inclusive). A driver whose hours of work under this award have been fifty-two weekly shall be entitled to be paid at overtime rates for each week in which his hours have exceeded forty-eight weekly if he is discharged (except for misconduct) before he has completed an equivalent number of weeks of forty-four hours under this award. Stable work and attendance to motor-vehicles shall be paid for as provided in clause 2 hereof.

(e) Ordinarily one hour shall be allowed for dinner, but this time may be curtailed as the employer may require, provided it shall not be less than half an hour.

(f) No worker shall work more than five hours continuously without an interval of at least half an hour for a meal.

(g) It shall be a compliance with subclause (e) of this clause if a driver of a petrol-tank wagon, when absent from the employer's depot at lunch-time, and when at a distance of two miles or more from the employer's depot, shall stop the vehicle for an interval of half an hour and partake of his meal.

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

Wages.

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

	Per Week.	Hourly Overtime Rates.			
		First Four		Thereafter.	
		Hours.	Thereafter.	Hours.	Thereafter.
	£ s. d.	s. d.	s. d.	s. d.	s. d.
One-horse driver	3 17 8	2 1	2 5		
Two or more horses	4 1 0	2 1	2 7		

(b) Drivers of motor-vehicles with a combined weight of vehicle and maximum load not exceeding the weights set out in the following schedule shall be paid not less than the following rates:—

	Ordinary Rates per Week.	Hourly Overtime Rates.			
		First Four		Thereafter.	
		Hours.	Thereafter.	Hours.	Thereafter.
	£ s. d.	s. d.	s. d.	s. d.	s. d.
Up to 2 tons	3 19 0	2 1	2 6		
Over 2 tons and up to 4 tons	4 1 6	2 1	2 7		
Over 4 tons and up to 5½ tons	4 3 6	2 3	2 8		
Over 5½ tons and up to 10 tons	4 7 0	2 4	2 9		
Over 10 tons	4 9 6	2 4	2 10		
Tractor drivers	4 2 9	2 2	2 7		

Drivers of tractors used for roadmaking, 1s. 10d. per hour.

All drivers of horse or motor vehicles employed by Municipal Corporations, County Councils, Town Boards, and Road Boards shall be paid 1d. per hour above the rates prescribed in this award.

(c) Driving includes necessary attendance on horses and motor-vehicles. All stable work and attendance on motor-vehicles done in excess of the ordinary weekly total of forty-eight hours shall be paid for as follows:—

—	Fully paid Drivers per Hour.	Overtime Rates per Hour.		Youths per Hour.	Overtime Rates per Hour.	
		First Four Hours.	Thereafter.		First Four Hours.	Thereafter.
One-horse driver up to four hours	s. d. 1 8	s. d. 2 1	s. d. 2 6	s. d. 1 0	s. d. 1 3	s. d. 1 6
Two-horse drivers up to eight hours	1 8	2 1	2 6	1 0	1 3	1 6
Motor-vehicles up to four hours	1 9	2 3	2 8	1 1	1 5	1 7

In stables where fourteen or more horses are kept and stabled, a stableman shall be employed to keep the stable clean, bed down, and feed horses.

(d) Employers shall be at liberty to employ youths as drivers at the following rates:—

	Per Week. £ s. d.	Hourly Overtime Rates. First Four	
		Hours. s. d.	Thereafter. s. d.
Sixteen to seventeen years of age	1 0 0	0 9	1 0
Seventeen to eighteen years of age	1 5 0	0 9	1 0
Eighteen to nineteen years of age	1 15 0	1 0	1 3
Nineteen to twenty years of age	2 5 0	1 2	1 5
Twenty to twenty-one years of age	2 15 0	1 6	1 9

(e) Employers who supply board and lodgings to youths shall be entitled to make a deduction of 10s. per week from the rates of wages set out in this clause.

(f) Youths between the ages of sixteen and eighteen years shall not be permitted to drive motor-vehicles with a combined weight of vehicle and load exceeding 2 tons, and shall not be required to carry parcels exceeding 70 lb. in weight.

(g) Youths between the ages of eighteen and twenty-one years shall not be permitted to drive motor-vehicles with a combined weight of vehicle and load exceeding 3 tons, and shall not be required to carry parcels exceeding 100 lb. in weight.

(h) For the purpose of computing broken time, the weekly rates herein specified shall be divided by the weekly hours specified in each case.

(i) Workers who are required to commence their day's work before 7 a.m. or to continue their day's work after 6 p.m. shall have their wages increased by 6d. per hour for any time worked before 7 a.m. or after 6 p.m., provided the total daily hours prescribed in clause 1 (b) of this award have not been exceeded, in which case overtime shall be paid in accordance with clause 2 hereof.

Proportion of Youths.

3. Youths may be employed at the rate of wages set out in clause 2 hereof in the proportion of one youth to three or fraction of every three fully-paid drivers.

Casual Drivers.

4. (a) Casual drivers shall be paid 1½d. per hour increase on the rates prescribed in clause 2 hereof.

(b) A casual worker shall receive a minimum payment for two hours' work for any day on which he is so employed, irrespective of whether two hours' work has been required of the worker.

Overtime.

5. (a) All work done in excess of the daily hours or the weekly hours prescribed in clause 1 or in excess of the hours mentioned in subclause (c) of clause 2 of this award shall be deemed to be overtime, and shall be paid for at the overtime rates set out in clause 2 hereof. For the purpose of computing the payment of overtime, each day shall stand by itself.

(b) All time worked after 12.45 p.m. on the day usually observed as the weekly half-holiday shall be paid for at the overtime rate set out in the second column of the overtime schedule in clause 2 of this award.

(c) Employers whose drivers are not required by the Shops and Offices Act, 1921-22, to observe the statutory half-holiday as fixed in accordance with the said Act, may arrange for a driver to take the weekly half-holiday on some other day in the week, providing the day when so fixed shall not be altered for a period of three calendar months except by mutual consent.

Holidays.

6. (a) The following days shall be observed as holidays: New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, and the 2nd January as picnic day.

(b) Drivers who are called upon to perform work other than attendance to horses on Sunday shall be paid double the ordinary hourly rate, and for work done on any of the days set apart herein as holidays shall be paid therefor at the rate of time and a quarter, on the wages prescribed in clause 2 hereof, except that drivers who are

called upon to work on Christmas Day or Good Friday shall be paid at the rate of time and a half on the wages prescribed in clause 2 hereof. Such payments shall, in the case of weekly workers, be in addition to their weekly wage.

(c) When any of the holidays mentioned herein are generally observed on any other day, such other day shall be deemed to be the holiday for the purposes of this award.

(d) The holidays for drivers employed by oil companies, or their regular contractors, shall be those days set out as holidays in the Northern, Taranaki, Wellington, Canterbury, and Otago and Southland Oil Stores Employees' award, and such holidays shall be substituted for the days mentioned herein: Provided that a driver shall not receive a lesser number of holidays than are prescribed in this award.

(e) In lieu of the days herein prescribed as holidays, the holidays for drivers working for employers whose principal business is governed by another award or industrial agreement shall be the days prescribed as holidays by such other award or industrial agreement: Provided that a driver shall not receive a lesser number of holidays than are prescribed in this award.

Payment of Wages.

7. (a) Wages, including overtime, shall be paid regularly, weekly or fortnightly, on a day other than Saturday.

(b) Employers shall be entitled to make a rateable deduction from the wages of weekly workers for time lost by the worker's own default or through sickness or from any accident not arising out of and in the course of the employment.

(c) (1) Employers shall also be entitled to make a deduction from the wages of weekly workers for time lost through slackness of work or for any stoppage of work over which the employer has no control: Provided that whenever a weekly worker is ordered to attend work on any day he shall be paid for not less than four hours' work, irrespective of whether or not four hours' work has been required of him.

(2) Except in exceptional circumstances, weekly workers shall not be stood down while casual men are employed.

(3) As far as is reasonably practicable, each employer shall arrange for a fair distribution of work amongst his employees.

(4) For the purposes of the provisions of this award a weekly worker is a worker who is employed at the rates specified in clause 2 of this award.

Termination of Employment.

8. Not less than two working-days' notice of the termination of the employment shall be given by either party in respect of weekly drivers; such notice to take effect from the end of the day on which it is given.

Drivers' Duties.

9. It shall be part of the ordinary duty of a driver to load and unload his employer's vehicles. In cases where extra labour is, in the opinion of the employer, required, such extra labour shall be supplied. An employer may require a driver to work outside his ordinary duties for the purpose of filling in time, but in such case he shall be paid not less than his ordinary rate of pay as a driver.

Boarding.

10. An employer may enter into an agreement with a driver, other than a youth covered by clause 2 (d) and (e) hereof, to provide him with suitable board and lodging and to deduct a sum not exceeding £1 per week from his wages.

Under-rate Workers.

11. (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 at to consider after hearing such evidence and argument as the union find 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.

12. (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.

The provisions of this subclause relating to the dismissal of workers shall apply, with equal effect, to any worker coming within the scope of this award engaged since the 10th day of January, 1927, but before the coming into force of this award, who is not a member of the union during the currency of this award.

(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, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

Disputes.

13. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded, but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith, and not dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon, or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

General Exemptions.

14. (a) This award shall not apply to any employer, although named as a party hereto, who is at present bound by the provisions of any other award in relation to drivers employed by him.

(b) Electric-power Boards shall be at liberty to make special arrangements with their drivers as to hours of work, when required to work in connection with breakdowns or special work: Provided that the hours shall not exceed 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 those drivers, overtime shall be paid only for any time worked in excess of the hours herein prescribed. It is not intended that the award shall affect those employees of Power Boards who are substantially employed as electricians or linesmen and paid as such, but only those employees who are engaged as drivers and are substantially employed in that capacity.

(c) Drivers employed by proprietors of butter, cheese, and dried-milk factories shall be paid the rates of wages prescribed by this award, but shall not be governed by any of the other provisions of this award.

(d) The following employers, P. Baldwin, Nelson; Chas. Haggitt, Nelson; L. Hunter, Nelson; W. A. Kenning, Nelson, shall be exempt from the provisions of clause 1, subclauses (a), (b), and (c), and clause 2, subclause (i), in respect of drivers engaged in carting goods to and from country districts: Provided that such drivers receive not less than £5 per week.

Drivers of motor-vehicles that are registered under Regulation 2, Class Q, of the Heavy Motor-vehicle Regulations, 1932, shall be paid an additional sum of 2s. per week. Any time worked in excess of ninety-six hours per fortnight or fifty-four hours in any one week (whether the ninety-six hours' fortnight is exceeded or not) shall be paid for at the rate of 2s. 8d. per hour for the first four hours and 3s. 2d. per hour thereafter.

Casual drivers employed under this clause shall be paid not less than 2s. 2½d. per hour.

The foregoing firms shall have the right to elect whether they shall work employees under the conditions contained in this clause or the general conditions of this award.

In all other respects the employers named shall be bound by the terms and conditions of this award.

Scope of Award.

15. This award shall operate throughout the following areas:—
- (1) That portion of the Northern Industrial District known as the Gisborne Judicial District.
 - (2) All that portion of the Wellington Industrial District lying to the northward and the westward of the Rangitikei River, not including the Hawke's Bay Provincial District.
 - (3) The Nelson Industrial District.

Term of Award.

16. This award shall come into force on the 9th day of October, 1933, and shall continue in force until the 9th day of October, 1934.

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 2nd day of October, 1933.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court was the date of the coming into force of the award. In other respects the award embodies the recommendations of the Conciliation Council, as amended at the hearing, which the parties agreed to accept.

F. V. FRAZER, Judge.
