

CANTERBURY INDUSTRIAL DISTRICT.

(10608.) NORTH CANTERBURY BAKERS' DRIVERS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Canterbury Drivers and Related Trades Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

- Adams, E., Ltd., 413 Tuam Street, Christchurch.
 Baunton, T. H., 127 Hawford Road, Opawa, Christchurch.
 Bell, T. C., 310 Manchester Street, Christchurch.
 Bennett, T. H., Southbridge.
 Beresfords Ltd., 685 Colombo Street, Christchurch.
 Besley and Sons, 24 Buffon Street, Christchurch.
 Besley, L. W., 163 Seaview Road, New Brighton.
 Blair, Mrs. E., 468 Papanui Road, Christchurch.
 Boon, C. E., Ltd., 221 Colombo Street, Christchurch.
 Boon, G., 122 Baker Street, New Brighton.
 Bougen, W., and Sons, 546 Moorhouse Avenue, Christchurch.
 Burke, P., and Co., Ltd., Bush Inn, Riccarton.
 Campbell, C., 36 Albert Street, Christchurch.
 Canterbury Master Bakers' Industrial Union of Employers, corner of Oxford Terrace and Worcester Street, Christchurch.
 Collins, B., 84 Cashel Street, Christchurch.
 Creagh, S. J., 33 Shakespeare Road, Christchurch.
 Davis, F., Akaroa.
 Dempsey, S., 461 Colombo Street, Christchurch.
 Dumpleton, J. W., 46 Park Road, Addington.
 Franklin, L. A., 327 Ferry Road, Christchurch.
 Gibson, M. A., Renown Cake Shop, Papanui Road, Christchurch.
 Gilmore, J., 616 Ferry Road, Christchurch.
 Glover, J. H., Plunket Street, Spreydon, Christchurch.
 Haase, F., Sumner.
 Howison Bros., Matson Street, Sydenham, Christchurch.
 Ives, A. E., St. John Street, Papanui.
 Jennings, R., 382 Montreal Street, Christchurch.
 Jones, A., Belfast.
 Kennett, A. F., corner of Bruce Street and Stanmore Road, Christchurch.
 Kettle and Kruse, 459 Papanui Road, Christchurch.
 Kissell, G. P., Ltd., Templeton.
 Lyttelton Bread Co., Ltd., Oxford Street, Lyttelton.
 Mason, T. B., Main South Road, Hornby.
 Matthews, F. R., and R. C., 443 Colombo Street, Christchurch.
 McDonald, A., Lyttelton.
 McLaughlin, J. F., 130 Armagh Street, Christchurch.
 McKinley and Stone, 146 Clarence Road, Riccarton, Christchurch.
 Money, G., and Sons, 95 Abberley Road, Christchurch.
 Morgan, F., and Sons, 26 Smollett Street, Christchurch.
 Needham, S., 300 Lincoln Road, Christchurch.
 Ritchie, W. J., and Sons, 31 Clissold Street, Christchurch.
 Robertson, W., 96 Victoria Street, Christchurch.
 Saundercock, C., Springfield.
 Schumacher, E. A., 620 Cashel Street, Christchurch.
 Schumacher, J., and Son, Coleridge Street, Christchurch.

Seabourn, W. J., 38 Hutcheson Street, Christchurch.
 Sincock, F., 45 Seaview Road, New Brighton.
 Sprosen, W. R., 514 Armagh Street, Christchurch.
 Stacey and Hawker, Ltd., 38 Essex Street, Christchurch.
 Stevens, C., Waddington.
 Smith, J. W., 456 Ferry Road, Christchurch.
 Sunderland Bros., 266 Fitzgerald Avenue, Christchurch.
 Taigels Ltd., 640 Colombo Street, Christchurch.
 Thomson, T., 275 Lincoln Road, Christchurch.
 Vogan, T., sen., corner of Ferry and Wilson's Roads, Christchurch.
 Wallis, T. W., Huxley Street, Christchurch.
 Wilson Bros., 39 Buffon Street, Christchurch.
 Wilson, J., 59 Tuam Street, Christchurch.
 Winder, J., and Sons, North Road, Papanui, Christchurch.
 Woodham, A. J., 54 Searell's Road, Christchurch.
 Woodward, L. A., 186 Antigua Street, Christchurch.
 Woods, S. M., 21 Forth Street, Christchurch.

Mid-Canterbury.

Argyle, A., Eaton Street, Ashburton.
 Bain, B., 163 Wills Street, Ashburton.
 Bryant, S., Rakaia.
 Dunn, P., 157 Cameron Street, Ashburton.
 Hawker, H. R., 100 Victoria Street, Ashburton.
 Henderson, A. E., Methven.
 Herron, W., Mount Somers.
 Jordan, G., 135 Peters Street, Ashburton.
 Sutherland, J. and J., corner of Wills and Cass Streets, Ashburton.
 Tait, J. and J., 194 Havelock Street, Ashburton.
 Tyler, J. H., Dunsandel.
 Wright, W., Methven.

North Canterbury.

Batstone, G., Kirwee.
 Blackwells Ltd., Kaiapoi.
 Bonnett, N., High Street, Rangiora.
 Burrows, J., Oxford.
 Free Bros., Leeston.
 Ducat, E. C., Cust.
 Hawkins and Co., High Street, Rangiora.
 Johnston, A., Sefton.
 Lewis and Son, High Street, Rangiora.
 Reid, C. C., Leithfield.
 Rutherford, J., Southbrook.
 Walls, C. A., Baker, Ohoka.

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 2nd day of April, 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 26th day of March, 1934.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. (a) A week's work shall not exceed forty-eight hours exclusive of the time required for necessary attendance to horses or motor-vehicles, which shall be paid for as provided 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 (except Saturday or a day preceding a general public holiday, when the daily limit shall be ten hours) any excess beyond these hours and the specified attendance to horses or motor-vehicles shall be paid for at ordinary overtime rates as specified in clause 6.

(c) Ordinarily the hours of work shall be worked between the hours of 7 a.m. and 6 p.m. on five days of the week and 7 a.m. and 12.30 p.m. on the day of the weekly half-holiday.

(d) Workers who are required to commence their work before 7 a.m. or to continue their work after 6 p.m. shall have their wages increased by 9d. per hour, provided the total daily hours prescribed in clause 1 (b) have not been exceeded, in which case overtime shall be paid in accordance with clause 6.

(e) Ordinarily one hour shall be allowed for dinner, but this time may be curtailed as the employer may require, provided that it shall not be less than half an hour. No worker shall work longer than five hours continuously without an interval of at least half an hour for a meal.

(f) 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 one week have the time verified and the book initialled.

Wages.

2. (a) The minimum wages for workers driving either horse or motor-vehicles shall be £4 per week.

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

Stable-work and Motor-attendance.

3. (a) Stable-work and attendance on motor-vehicles may be performed within the hours specified in clause 1 hereof. All stable-work and motor-attendance done in excess of such hours up to four hours per week shall be paid for at the rate of 1s. 8d. per hour.

(b) All stable-work and motor-attendance done in excess of the above-mentioned hours, and anything in excess of half an hour after 12.30 p.m. on the day of the weekly half-holiday, shall be paid for at ordinary overtime rates as provided in clause 6.

Employment of Youths.

4. (a) Employers shall be at liberty to employ youths above the age of sixteen years as drivers at not less than the following rates:—

		Per Week.		
		£	s.	d.
Sixteen to seventeen years	1	2	6
Seventeen to eighteen years	1	10	0
Eighteen to nineteen years	1	17	6
Nineteen to twenty years..	2	5	0
Twenty to twenty-one years	2	15	0

(b) The proportion of youths so employed shall not exceed one to each employer, firm, or company, and one to each complete three fully paid drivers. The employer shall count as a fully paid driver if doing driving-work.

Holidays.

5. (a) Drivers shall receive and be paid for the following holidays : New Year's Day, the day following, Good Friday, Easter Monday, Labour Day, Sovereign's Birthday, Anniversary Day, Christmas Day, and Boxing Day.

(b) For work done on Sundays, Christmas Day, or Good Friday, other than attendance to horses or motor-vehicles, drivers shall be paid at the rate of double time. For work other than attendance to horses or motor-vehicles done on other holidays mentioned in this award drivers shall be paid at the rate of time and a half. The above payments shall be in addition to the ordinary weekly wage.

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

(d) In any week where two days' holiday (other than Sundays) are observed it shall not be necessary to observe a half-holiday during such week.

Overtime.

6. (a) All work done in excess of the daily or weekly hours prescribed in clause 1 or in excess of the hours mentioned in clause 3 shall be deemed to be overtime, and shall be paid for at the rate of time and a quarter for the first three hours and thereafter time and a half.

(b) All time worked after 12.30 p.m. on the day usually observed as the weekly half-holiday shall be paid for at overtime rates. When the day immediately preceding or following the usual weekly half-holiday is a full holiday, the usual weekly half-holiday may be observed on some other day in that week.

Drivers' Duties.

7. It shall be part of the ordinary duty of a driver, when required, to load or unload the employer's vehicle. An employer 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.

Payment of Wages.

8. Wages, including overtime, shall be paid regularly weekly or fortnightly.

Term of Engagement.

9. In the case of workers other than casual hands, a week's notice of dismissal or resignation shall be given by the employer or the worker, but this shall not prevent any employer from dismissing any worker for good cause.

Under-rate Workers.

10. (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.

11. (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.

12. 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.

Scope of Award.

13. This award shall operate throughout that part of the Canterbury Industrial District lying north of the Rangitata River.

Term of Award.

14. This award, in so far as it relates to wages, shall be deemed to have come into force on the 2nd day of October, 1933, 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 2nd day of April, 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 26th day of March, 1934.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court related to under-rate workers. In other respects this award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.

(10690.) NORTH CANTERBURY BAKERS' DRIVERS.—ADDING
PARTY TO AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the North Canterbury Bakers' Drivers' award, dated the 26th day of March, 1934, and recorded in Book of Awards, Vol. XXXIV, p. 115.

Thursday, the 15th day of November, 1934.

UPON reading the application of the union party to the North Canterbury Bakers' Drivers' award, dated the 26th day of March, 1934, and recorded in Book of Awards, Vol. XXXIV, p. 115, which application was filed herein on the 1st day of June, 1934, and upon hearing the duly appointed representative of the said union, this Court doth order that the undermentioned person be and he is hereby added as a party to the said award as from the day of the date hereof:—

Wall, C. (late B. Bain), 163 Willis Street, Ashburton.

[L.S.]

F. V. FRAZER, Judge.