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(98.) WELLINGTON FARRIERS.—AWARD.

In the Arbitration Court of New Zealand, Wellington Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900”; and in the matter of an industrial dispute between the Wellington Farriers and General Blacksmiths’ Industrial Union of Workers (hereinafter called “the union”) and the Wellington and Suburbs Master Horse-shoers’ Industrial Union of Employers, as under, viz.: A. V. Knapp, president, Herbert Street, Wellington; T. P. Lyons, Abel Smith Street, Wellington; J. J. Curtis, Customhouse Quay, Wellington; the body corporate of the Mayor, Councillors, and Citizens of the

City of Wellington, Brandon Street, Wellington; R. Styles, Johnsonville; J. Elvines, Hutt Road, Petone; F. Finch, Petone; G. McIlvrive, sen., Lower Hutt; G. McIlvrive, jun., Lower Hutt; T. Boyd, Upper Hutt; William J. Carter, Lower Hutt; James George, Pahautanui; and Joshua Dixon, Porirua (hereinafter called "the employers").

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 the employers by their representatives duly appointed, and such witnesses as were produced before it, doth hereby order and award: That, as between the union and the members thereof and the employers and each of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and the members thereof and upon the employers and each of them, and 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, the union and the members thereof and the employers and each 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 observe and perform the same. And the Court doth hereby further award 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 the sum of £100 shall be the maximum penalty payable by any party or person in respect of any such breach. And the Court doth further order that this award shall take effect from the 30th day of November, 1901, and shall continue in force until the 30th day of November, 1903.

In witness whereof the seal of the Court of Arbitration of New Zealand hath been hereto put and affixed, and the President of the Court hath hereunto set his hand, this 27th day of November, 1901.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

1. That only three classes of labour shall be recognised—namely, journeymen, floormen, and apprentices.
2. That the ordinary week's work shall consist of forty-six hours; not more than eight hours and a quarter ordinary time to be worked in any one day, and this must be between the hours of 7 a.m. and 6 p.m. on five days of the week, and on Saturdays ordinary time must not exceed four hours and three-quarters, and must be worked between 7 a.m. and 1 p.m.
3. That, except as otherwise provided in this award, the minimum rate of wages shall be as follows: For a farrier, 10s. per

day; for a general smith, 10s. per day; for a floorman, 8s. 6d. per day.

4. That, subject to the provisions hereinafter contained, all time worked beyond the time specified as ordinary time shall be considered overtime, and shall be paid for at the rate of time and a quarter: Provided always that all horses in hand for shoeing at the conclusion of the working-day shall be finished before the workmen engaged thereon shall cease work, and no overtime or extra payment shall be made to the workmen engaged in finishing such shoeing.

5. That all boys taken on after the 30th day of November, 1901, to work at the trade shall be legally indentured. That the term of apprenticeship shall be six years: Provided always that three calendar months' probation shall be allowed before it be decided whether the boy shall be kept or not; but at the expiration of that time, if the boy is to be retained in the service of the employer, he shall then be legally indentured, and in such case such probationary period of three months shall be counted as part of his term of apprenticeship.

6. The proportion of boys employed by any employer shall not exceed one boy to two tradesmen. An apprentice shall be entitled to a fire when he has served three years of his apprenticeship. In the case of small shops where no journeyman is employed, one apprentice in each shop shall be allowed.

7. Arrangements existing between employers and apprentices shall not be prejudiced, but any employer having an apprentice under any agreement shall, within three months from the time of the coming into operation of this award, cause such apprentice to be indentured for the unserved portion of a six-years period from the time he entered his service, if this can be done without breach of any statute in force in this colony.

8. The minimum rate of wages payable to apprentices shall be: For the first year, 7s. 6d. per week; for the second year, 12s. 6d. per week; for the third year, 17s. 6d. per week; for the fourth year, £1 2s. 6d. per week; for the fifth year, £1 10s. per week; for the sixth year, £2 per week.

9. All statutory holidays shall be paid for at the usual rate of pay. If work shall be done on such holidays the same shall be paid for at double rates. Overtime shall not be claimed or be payable for shoeing horses which shall be in the shop at the ordinary time for ceasing work on the day preceding any such holiday, and whether in this case shoeing shall or shall not have been commenced.

“Statutory holidays” shall mean Christmas Day, New Year's Day, Good Friday, Easter Monday, Labour Day, and the birthday of the reigning Sovereign: Provided that when Christmas Day, New Year's Day, or the birthday of the reigning Sovereign falls on a Sunday, then the whole holiday shall fall on the next ensuing Monday.

10. The number of labourers shall be unrestricted, provided they are strictly confined to the work of labourers. Striking shall be deemed to be within labourers' work.

11. Piecework shall not be allowed except for shoe-turning.

12. So long as the rules of the union permit any person of good character and sober habits, and a competent tradesman, to become a member on payment of an entrance fee not exceeding 5s., upon his written application, without ballot or other selection, and so to continue upon contributing subscriptions not exceeding 6d. per week, the employer shall employ members of the union in preference to non-members, provided that there are members available without undue delay equally qualified to perform the particular work; but this award shall not compel any employer to dismiss or to refuse employment to any person then employed by him. Nothing in this clause contained shall apply to labourers.

13. The union shall at all times keep in some convenient place within one mile from the Chief Post-office in Wellington a book to be called "the employment-book," wherein shall be entered the names and exact addresses of all members of the union for the time being out of employment, with a description of the branch of the trade in which such workman claims to be proficient, and the names and addresses and occupation of every employer by whom each such workman shall have been employed during the preceding two years. Immediately upon such workman obtaining employment a note thereof shall be entered in such book, and any change of address of any such workman shall also forthwith be entered in such book. The executive of the union shall use their best endeavours to verify all the entries contained in such book, and shall be answerable as for a breach of this award if any such entry therein shall be wilfully false to their knowledge, or in case they shall not have used reasonable endeavours to verify the same. Such book shall be open to every employer without fee or charge at all hours between 8 a.m. and 5 p.m. on every working-day. If the union fail to keep the employment-book, then and in such case, and so long as such failure shall continue, any employer may, if he so thinks fit, employ any person or persons, whether a member of the union or not, to perform the work required by him to be performed, notwithstanding the foregoing provisions. Notice by advertisement in the *New Zealand Times* and the *Evening Post* newspapers, published at Wellington, shall be given of the place where such employment-book shall be kept, and of any change in such place.

14. That any journeyman who considers himself not capable of earning the wage hereinbefore prescribed may be paid such less wage as may from time to time be agreed upon in writing between him and the president or secretary of the Wellington Farriers and General Blacksmiths' Industrial Union of Workers; and, in default of such agreement within twenty-four hours after such journeyman has applied in writing to the secretary of the union, stating his desire that such wage shall be so agreed upon, as shall be fixed in writing

by the Chairman of the Conciliation Board for the industrial district upon the application of such journeyman after twenty-four hours' notice in writing to the secretary of the union, who shall, if desired by him, be heard by such Chairman on such application. Any journeyman whose wage has been so fixed may work and be employed by any employer for such less wage for the period of six calendar months thereafter, and, after the expiration of the said period of six calendar months, until fourteen days' notice in writing shall have been given to him by the secretary of the union requiring his wage to be again fixed in manner prescribed by this clause. The number of men whose wage has been fixed under this clause employed by any employer shall not at any one time exceed the proportion of one of such men to every two men to whom are paid wages at the rate specified in paragraph 3.

In witness whereof the seal of the Court of Arbitration of New Zealand hath been hereto put and affixed, and the President of the Court hath hereunto set his hand, this 27th day of November, 1901.

THEO. COOPER, J., President.

(99.) WELLINGTON GROCERS.—RECOMMENDATIONS.

Under "The Industrial Conciliation and Arbitration Act, 1900."

Before the Board of Conciliation, Wellington Industrial District.—  
 In the matter of an industrial dispute between the Wellington Grocers' Industrial Union of Workers and — Isaacs, Aro Street; D. Anderson and Son, Molesworth Street; W. Campbell, Manners Street; W. Cook, Molesworth Street; J. P. Coveney, Cuba Street; J. Creighton, Tinakori Road; Thomas Devlin, Cuba Street; W. Feist and Co., Ingestre Street; Feist and Co., Lower Hutt; Hume and Son, Willis Street; G. E. Janson, Cuba Street; Jameson Bros., Willis Street; R. Kilpatrick, Manners Street; W. A. Kellow, Taranaki Street; W. Freeman, Molesworth Street; John McIlraith, Willis Street; W. Phillips, Riddiford Street; F. McParland, Taranaki Street; H. Pritchard, Taranaki Place; J. Varcoe, Courtenay Place; J. G. Raine, Karori; John Ridge, Manners Street; Allan Smith, Ingestre Street; United Farmers' Co-operative Association, Lambton Quay; Wairarapa Farmers' Co-operative Association, Lambton Quay; Wardell Bros. and Co., Willis Street; George Webb, Tory Street; — Auty, Porirua; — Angel, Johnsonville; Ross Boutell, Austin Street; G. Hugh Booker, Wallace Street; Mrs. Brown, Riddiford Street; — Burt, Hutt; E. S. Baldwin, Owen Street; — Cunliffe, Johnsonville; — Cook, Johnsonville; P. Carmody, Mitchelltown; S. Cook, Taranaki Street; Mrs. M. Clark, Daniel Street; Mrs. J. Currie, Riddiford Street; J. A. Donaldson, Hopper Street; R. Duigan, Molesworth Street; Mrs. L. Dean, Roxburgh Street; J. Dean, Majoribanks Street; — Demant, Petone; T. E. Eden, Cuba Street; J. Ferguson, Taranaki