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(117.) WELLINGTON GROOMS AND CONDUCTORS.—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and its amendment; and of an industrial dispute between the Wellington Grooms and Conductors’ Industrial Union of Workers and the body corporate of the Mayor, Councillors, and Citizens of the City of Wellington.

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 said union by its representative duly appointed, and having also heard the said body corporate by its representatives duly appointed, and having also heard the witness 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 said body corporate, 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 said body corporate, 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 said body corporate 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, observe, 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 the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that the award shall take effect from the 2nd day of June, 1902, and shall continue in force until the 2nd day of June, 1904.

In witness whereof the seal of the Court hath been hereto put and affixed, and the President of the Court hath hereto set his hand, this 26th day of May, 1902.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

GROOMS.

*Hours of Labour.*

1. The week's work shall consist of  $58\frac{1}{2}$  hours. The said number of hours shall include the time necessarily required for attendance to horses and the stable on Sundays.

The Corporation shall regulate the hours according to their discretion and the requirements of the business.

*Minimum Wages.*

2. The minimum rate of wages to be paid to competent grooms and general stable-hands shall be £2 2s. per week.

The night groom shall be paid a minimum wage of £2 10s. per week. The aforesaid limit of hours shall not apply to the night groom. His hours shall be those which shall, in the opinion of the Corporation, be the necessary hours for the duties he has to perform.

Only time lost through the default of the workman shall be deducted from the weekly wage.

Casual labour shall be paid for at the rate of 1s. per hour.

*Holidays.*

3. The men shall, if required so to do, work on holidays; and if they work on Christmas Day, Good Friday, or Labour Day shall for those days be paid double rates. If they work on Easter Monday, Prince of Wales' Birthday, Boxing Day, or Anniversary Day they shall be paid rate and a half.

*Overtime.*

4. Overtime shall be paid for at the rate of time and a half, and shall be calculated on the number of hours worked during each four-weekly period.

CONDUCTORS.

5. Conductors shall work on an average of fifty-two hours per week, including Sundays; the average to be taken over four weeks.

Sunday work not to average more than two hours and a half per Sunday during the year, and not to exceed five hours and forty minutes on any one Sunday. All Sunday work in excess of the foregoing to be paid for at overtime rates.

6. Conductors shall not be required to do stable-work.

#### *Minimum Wages.*

7. The minimum rate of wages for conductors now employed and to be hereafter employed shall be: On first entering employment and for first three months, £1 10s. per week; for second three months, £1 12s. 6d. per week; for third three months, £1 15s. per week; for fourth three months, £1 17s. 6d. per week; thereafter £2 per week.

8. Only time lost through the default of the workman shall be deducted from the weekly wage.

Conductors at present employed are to be hereafter paid according to this scale.

#### *Overtime.*

9. The pay for overtime shall be at the rate of time and a half for the overtime actually worked.

#### *Holidays.*

10. Christmas Day and Good Friday shall be clear holidays. Each conductor shall be allowed as holidays seven consecutive days in each year on full pay, at the time to suit the convenience of the Corporation.

#### GENERAL CLAUSES APPLICABLE TO GROOMS AND CONDUCTORS.

##### *Payment of Wages.*

11. Wages shall be paid fortnightly on Fridays before 8 p.m.

##### *No Discrimination against Members of the Union.*

12. The Corporation shall not in the employment or dismissal of workers discriminate against members of the union, nor do anything for the purpose of injuring the union, whether directly or indirectly.

13. When members of the union and non-members are employed together both shall work together in harmony, and shall receive equal pay for equal work.

##### *Term of Award.*

14. This award shall take effect from the 2nd day of June, 1902, and shall continue in force until the 2nd day of June, 1904.

In witness whereof the seal of the Court hath been hereto put and affixed, and the President of the Court hath hereto set his hand, this 26th day of May, 1902.

THEO. COOPER, J., President.

## GROOMS AND CONDUCTORS' DISPUTE.

In this dispute we have fixed the wages of the grooms employed at the tramway stables at £2 2s. per week. The hours of labour, which have hitherto averaged sixty-three hours a week, we have reduced to 58½, the Council foreman having stated that the work could be so arranged as to be carried out in that time. If it cannot be done in those hours, then the Corporation will have to employ more men. We have left the arrangement of these hours to the discretion of the tramway managers. It would not be advisable or reasonably possible for this Court to attempt to regulate the hours beyond fixing the total for the week's work, for either the grooms or the conductors, and therefore in each instance we have refrained from interfering with the discretion of the manager.

We have been asked to prescribe the maximum number of horses which each groom is to clean. This we think it inadvisable to do. During the hearing the manager admitted that the night groom was insufficiently paid, and there can be no doubt that that was so. We have raised his wages to £2 10s. per week. We have not interfered with the hours at present worked by him. He is in much the same position as a night-watchman, and we think, therefore, that the length of time for his night duties and the arrangement of the hours must be left to the management.

It has been the custom for the Corporation to stop from the weekly wages of the men time lost through injuries sustained by the men in the performance of their duties, even though the disablement has been for less than fourteen days, and therefore was not insured against. This, we think, requires alteration, and we have provided that only time lost through a man's own default shall in future be deducted from his wages.

We have also prescribed an additional rate to be paid for work done on the recognised public holidays. We have not been able to require the Corporation to give the men a week's holiday during the year, as this would, we think, tend to disorganize the work of the stable; but we think it reasonable to provide for an extra rate of payment for those grooms and stablemen who have to work on holidays.

We have prescribed a scale of wages for conductors, commencing at £1 10s. and rising at intervals of three-monthly periods to £2. The work is the work of youths, and the remuneration we have prescribed is, we think, quite a fair rate. We think that the nature of the occupation, the limited number of men to be employed, and the fact that the Council are the only employers, and that the work is not of a skilled nature, are sufficient reasons for not granting preference to the union, and we think it inadvisable to restrict the freedom of the Corporation in the employment of the men. We therefore refuse preference.