

(121.) NAPIER DRIVERS.—RECOMMENDATIONS.

No. 76.—Under “The Industrial Conciliation and Arbitration Act, 1900,” and “The Industrial Conciliation and Arbitration Amendment Act, 1901.”—Before the Board of Conciliation in the Wellington Industrial District.—In the matter of an industrial dispute between the Napier Drivers’ Industrial Union of Workers and J. and W. Prebble, carriers, Spit; Barry Bros., carriers, Napier; F. G. Smith and Co., carriers, Spit; Williams and Creagh, carriers, Spit; D. Murnane, carrier, Napier; C. Dolbel and Co., carriers, Spit; A. Palmer, carrier, Napier; O’Rourke and Sons, carriers, Napier; Mahoney and Sons, carriers, Napier; R. Smale, carrier, Napier; H. J. Holder, timber-merchant, Napier; Bull Bros., timber-merchants, Spit; R. Holt, timber-merchant, Napier; Tait and Mills, carriers, Napier; J. Griffin, contractor, Napier; William Amner, carrier, Napier; R. Northe, carrier, Napier; W. Ward, timber-merchant, Awatoto; J. and W. Harvey, carriers, Napier; the Mayor and Corporation of the Borough of Napier (F. W. Williams, Mayor), Napier; Samuel Kirkpatrick, carrier, Spit—employers; and of a reference thereof for settlement.

THE Board, having been satisfied as to its jurisdiction in the matter, and having heard the Napier Drivers’ Industrial Union of Workers by its representatives duly appointed, and having heard as many of the employers personally or by duly appointed representative as desired to be heard, and having taken a considerable amount of evidence, and having carefully considered the dispute and each item of it, doth hereby recommend that the dispute be settled on the following conditions:—

1. That in this recommendation “the union” means the Napier Drivers’ Industrial Union of Workers.

2. That the following shall be the conditions regulating the employment of drivers:—

CLASS I.—Drivers employed by Forwarding Agents, General Carriers, Coal and Firewood Dealers, Timber-merchants, Contractors, and Retail-parcel Deliveries.

1. Except as otherwise provided in this recommendation, forty-eight hours constitute a week’s work, exclusive of meal-hours and the time required for necessary stable attendance on horses; the working-hours ordinarily to be from 8 a.m. to 5 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays, Fridays, and Saturdays, excepting an interval of one hour allowed for dinner each day, and that when the work to be done is within the Borough of Napier employees shall, when their employers require them to do so, be at the place of work at 8 a.m. But when by the arrival or departure of vessels or trains at Napier or the Spit it is rendered necessary for employers to work their employees before 8 a.m. or after 5 p.m., then any portion of the forty-eight hours may be

worked between the hours of 6 a.m. and 8 p.m., provided an hour interval be allowed for dinner each day, and any other time, if necessary, that may be mutually arranged be allowed for meals.

All time worked beyond forty-eight hours in any one week, and all time worked before 6 a.m. or after 8 p.m. (except the time required for necessary stable attendance on horses), although in any week in which forty-eight hours has not been worked, shall be overtime.

2. That for drivers employed by Messrs. Bull Bros. and R. Holt, timber-merchants, forty-eight hours shall constitute a week's work ; the working-hours ordinarily to be between 7.45 a.m. and 5 p.m. on Monday, Tuesday, Wednesday, Thursday, and Friday, allowing such interval for dinner on each of the five days as may be mutually agreed upon between these two employers and their employees ; and on Saturday the hours shall be from 7.45 a.m. to forty-five minutes past 12 o'clock noon. Except as to these conditions, all the provisions and conditions applied to the other employers and employees in Class I. shall apply to Messrs. Bull Bros. and R. Holt and their employees.

3. That for drivers in constant employment, whether attending to and driving, or driving, or attending to one or two or more horses, the minimum wage shall be £2 7s. per week.

4. That all overtime worked between 8 a.m. and 6 a.m. and between 5 p.m. and 8 p.m. shall be paid for at the rate of 1s. per hour, and all other overtime at the rate of 1s. 3d. per hour. The only time to be overtime in this class is described in clause 1.

5. The minimum rate of pay for casual labour shall be 1s. per hour for ordinary time, and the same rates for overtime as are provided for other drivers in Class I. A man shall be deemed a casual driver who is not employed continually for more than one week. *Mutatis mutandis*, all the other provisions and conditions of this recommendation applied to drivers in Class I. apply to casual drivers.

CLASS II.—Drivers of Nightsoil-carts and Dust-carts.

1. Forty-eight hours shall constitute a week's work.

2. The minimum wage for drivers constantly employed shall be £2 13s. per week.

3. Overtime shall be paid for at the rate of 1s. per hour for the first two hours, and 1s. 3d. per hour afterwards.

GENERAL.

1. That No. 10 of the demands of the union be by this recommendation annulled.

2. "Constant employment" to mean employment by the week, and in which no time is deducted from the men for wet or bad weather, or holidays, or for any other cause except their own default.

3. The following days to be the recognised holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, Sovereign's

birthday, Prince of Wales' Birthday, Hawke's Bay Agricultural and Pastoral Society's Show day, Christmas Day, and Boxing Day. No deduction from the week's wages shall be made for such holidays. All work of a compulsory nature done upon Sundays or such holidays as hereinbefore mentioned, except the necessary work of attendance to horses, shall be calculated at double time.

4. If and so long as the rules of the union shall permit any person now employed in the trade in this industrial district, and any person who may hereafter reside in this industrial district, and who is a competent journeyman, to become a member of such union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon a written application of the person so desiring to join the union, without ballot or election, then and in such case employers shall when engaging workmen employ members of the union in preference to non-members, provided that there are members of the union equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it; but this recommendation shall not compel any employer to dismiss any person then employed by him.

5. When the rules of the union are such as to entitle the members of the union to preference under the foregoing clause, and at all times thereafter, the union shall keep in some convenient place within one mile from the Chief Post-office, Napier, 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 member claims to be proficient, and the names, addresses, and occupations of every employer by whom such member shall have been employed during the preceding one year. Immediately upon such member obtaining employment a note thereof shall be entered in such book. The executive of the union shall use its best endeavours to verify all the entries contained in such book, and the union shall be answerable as for a breach of this recommendation in case any entry therein shall in any particular be wilfully false to the knowledge of the executive of the union, or in case the executive of the union 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 except Saturday, and on that day between the hours of 8 a.m. and noon. If the union fail to keep the employment-book in manner provided by this clause, then and in such case, and so long as such failure shall continue, any employer, if he so thinks fit, may employ any person or persons, whether a member of the union or not, to perform the work required to be performed, notwithstanding the foregoing provisions. Notice by advertisement in the *Hawke's Bay Herald* and the *Napier Daily Telegraph* newspapers shall be given by the union of the place where such employment-book is kept, and of any change in such place.

6. Any journeyman who considers himself not capable of earning the minimum wage may be paid such less wage as shall from time to time be agreed upon in writing between such journeyman and the chairman and secretary of the union; 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 Stipendiary Magistrate for the district upon the application of such journeyman after twenty-four hours' notice in writing to the secretary of the union, who shall, if so desired by him, be heard by such Stipendiary Magistrate on such application.

SPECIAL.

(a.) That drivers working on works for which contracts were signed by employers before the 3rd July, 1902, shall not while working on such works be affected by this recommendation.

(b.) That the recommendation shall not bind W. Ward, timber-merchant, Awatoto, so long as he does not ply for hire within the Borough of Napier.

(c.) That this recommendation shall not bind J. and W. Harvey, carriers, Napier, so long as they do not carry parcels exceeding 28 lb. in weight each.

GENERAL PENALTY.

That any breach of the terms, conditions, and provisions of this recommendation shall constitute a breach of this recommendation, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof.

DURATION OF SETTLEMENT.

That this settlement shall be for two years, from the 11th August, 1902, to the 10th August, 1904, both days inclusive.

Given under my hand, at Wellington, this 31st day of July, 1902.

JOHN CREWES, Chairman.

(122.) ENFORCEMENT OF AWARD.—WELLINGTON BUTCHERS.

July, 1902.

In the matter of an application made by the Wellington Butchers' Industrial Union of Workers to enforce award against Charles S. Clarke. Application dismissed without costs.

In the matter of an application made by the Wellington Butchers' Industrial Union of Workers to enforce award against Robert Gilkes. Held that question of employment of boy as mentioned in the application not proved. Application dismissed.

In the matter of an application made by the Wellington Butchers' Industrial Union of Workers to enforce award against Thomas J. Jamieson. Application dismissed without costs.