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(129.) NAPIER DRIVERS.—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 Napier Drivers' Industrial Union of Workers (hereinafter called "the union") and the following persons, firms, and companies (hereinafter called "the employers") : 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, Napier; R. Holt, timber-merchant, Napier; Tait and Mills, carriers, Napier; J. Griffin, contractor, Napier; Wm. Amner, carrier, Napier; R. Northe, carrier, Napier; W. Ward, timber-merchant, Awatoto; J. and W. Harvey, carriers,

Napier; the Body Corporate of the Mayor, Councillors, and Burgesses of the Borough of Napier; Samuel Kirkpatrick, carrier, Napier; G. Rymer, coach-proprietor, Meeanee; W. Howard, coach-proprietor, Taradale; C. Goddard, carrier, Greenmeadows.

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 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 this award shall take effect from the 15th day of January, 1903, and shall continue in force until the 15th day of January, 1905.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 18th day of December, 1902.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

*Hours of Labour.*

1. A week's work shall be forty-eight hours' work, exclusive of the time required for the necessary attendance to horses. The working-hours shall be regulated by each employer according to the special circumstances and requirements of his particular trade or business. An hour shall be allowed for dinner-time, to be fixed in each case according to the convenience of the particular business.

In case of any dispute arising in respect to the regulation of hours under this clause, such dispute shall be referred to the Stipen-

diary Magistrate for the district for decision and settlement, and his decision shall be final.

*Minimum Wages.*

2. The following shall be the minimum rates of wages: For carters driving and attending a single horse, a weekly wage of £2 2s.; for those driving and attending two or more horses, a weekly wage of £2 6s.

The said weekly wages shall in each case include attendance to horses on Sundays, week-days, and holidays.

No deduction shall be made from such weekly wages for wet or bad weather or holidays, or for any other cause than for time lost through the default of the particular carter.

All persons employed as general carters for less than a week shall be deemed to be "casual carters."

Casual carters shall be paid at the rate of 1s. per hour. Overtime shall be paid to them at the rate of 1s. 3d. per hour, and shall commence after 10½ hours' work for any one day. A casual carter shall be paid at the said rate for the time necessarily occupied by him in stable attendance upon his horse or horses. Such time for attendance is included in the said 10½ hours' work.

*Overtime.*

3. Overtime for general carters shall be paid at the rate of 1s. per hour for the first two hours and 1s. 3d. per hour afterwards, and shall be calculated upon and paid for any work in any one day after the expiration of the day's work according to the hours regulated under the provisions of clause 1 of these conditions. Only time lost by a driver through his own default shall be deducted from any overtime earned by him during the week.

*Holidays.*

4. The following days shall be the recognised holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, King's Birthday, Prince of Wales' Birthday, Christmas Day, and Boxing Day.

No deduction from the week's wages shall be made for such holidays.

Holiday work, whether for weekly or casual drivers' shall be paid for at the rate of time and a half, and for Sundays, Christmas Day, and Good Friday at double rates; subject, nevertheless, in the case of weekly drivers to the provision for necessary attendance upon horses set forth in clause 2 hereof.

*Incompetent Workmen.*

5. Any driver who, on account of youth, infirmity, or old age, or for any other reason, may consider himself incapable of earning the minimum wage hereby fixed, may be paid such less sum as shall be from time to time agreed upon in writing between such driver, the employer from whom he desires employment, and the president or

secretary of the union, and in default of such agreement as shall be from time to time fixed in writing by the Stipendiary Magistrate for the district; such wage to be fixed upon the application of the workman after twenty-four hours' notice to the secretary of the union, who shall, as well as the proposed employer, be entitled to be heard by the said Stipendiary Magistrate.

*Light Work.*

6. Employers shall be at liberty to employ youths of and over the age of eighteen years at light work according to the following scale: Eighteen to nineteen years of age, £1 1s. per week; from nineteen to twenty years of age, £1 4s. per week; from twenty to twenty-one, £1 7s. per week; from twenty-one to twenty-two, £1 10s. per week.

The definition of light work shall in each case be a matter to be settled in the event of any dispute arising by the said Stipendiary Magistrate.

Carters employed on light work shall, if over the age of twenty-two years, be paid the full minimum wages prescribed by clause 2 hereof, unless they are permitted to work under the provisions of clause 5 hereof for a lesser wage.

*Board and Lodging may be provided.*

7. Employers may by agreement with their carters provide any carter with suitable board and lodging, and in such case the minimum wage to be paid to any such carter shall be a sum not less than £1 7s. per week for a driver of one horse, and not less than £1 11s. per week for a driver of two or more horses.

*Special Arrangements may be made.*

8. Notwithstanding anything hereinbefore set forth, employers of carters for Spit or harbour work, and of carters attending upon the arrival or departure of vessels or early and late trains, shall be at liberty to make such arrangements with any individual carter in respect to the arrangement of the hours of work and the method of calculation of overtime as the particular employer and individual carter may agree upon, provided always that the total number of hours for the week's work without payment of overtime shall not be exceeded, nor the minimum wages for such week's work be less than the minimum wages hereinbefore prescribed. The provisions of this clause shall also apply to carters employed for retail parcel deliveries.

*Drivers of Nightsoil and Dust Carts.*

9. Forty-eight hours shall constitute a week's work, exclusive of the time required for the necessary attendance at the stable and to the harness. The arrangement of the hours of work shall be a matter to be settled by the Borough Council.

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

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

The general clauses of this award shall, subject to the special conditions above set forth, apply to these drivers.

*Timber-carters.*

12. For drivers employed by timber-merchants the forty-eight working-hours (exclusive of the time required for the necessary attendance upon horses) shall be between 7.45 a.m. and 5 p.m. on all the working-days of the week except Saturday, and on that day from 7.45 a.m. to 12.45 afternoon. On all days except Saturday a reasonable interval shall be allowed for dinner, as may be mutually arranged between the individual employer and his carter.

If the hours above set forth shall prove to be inconvenient to any particular employer, then such employer shall be entitled to regulate his hours under the provisions of clause 1 hereof, and the general provisions of such clause shall apply to such employer.

*Exemptions.*

13. This award shall not apply to J. and W. Harvey, G. Rymer, and W. Howard in respect to their coach and 'bus services so long as they do not carry parcels in such coaches or 'busses exceeding 28 lb. in weight.

*Preference.*

14. If and so long as the rules of the union shall permit any person now employed as a driver in this industrial district, and any person who may hereafter reside or who now resides in this industrial district, and who is a competent driver, to become a member of the 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 other election, then and in such case employers shall, when engaging carters, employ members of the union in preference to non-members, providing 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.

15. 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, addresses, and occupations of all members of the union for the time being out of employment, 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 their best endeavours to verify all the entries contained in such book, and the union shall be answerable as for a breach of this award in case any entry therein shall be in any particular 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 each working-day of the week except the day of the weekly half-holiday, and on that day between the hours of 8 a.m. and noon. Notice by advertisement in the *Hawke's Bay Herald* and the *Napier Daily Telegraph* shall be given of the place where such book is kept, and of any alteration in such place. If the union fail to keep such book in the manner provided by this clause, then and so long as such failure shall continue any employer may, if he think fit, employ any person, whether a member of the union or not, to perform the work required to be done, notwithstanding the foregoing conditions.

16. Nothing in the preceding clauses relating to preference shall be deemed to apply to casual labour or to youths employed in light work, or to prevent the continued employment by any employer of workers at present in the employment of such employer, notwithstanding such workers may not be or become members of the union.

*No Discrimination against Unionists.*

17. No employer, in the engagement or dismissal of his hands, shall discriminate against members of the union, or in the conduct of his business do anything for the purpose of injuring the union, directly or indirectly.

18. When members of the union and non-members are employed together there shall be no distinction between them, and both shall work together in harmony, and shall receive equal pay for equal work.

*Limitation of Award.*

19. This award shall be limited to employers carrying on business within a radius of ten miles from the Chief Post-office, Napier, and shall not include employers at Hastings.

*Term of Award.*

This award shall take effect from the 15th day of January, 1903, and shall continue in force until the 15th day of January, 1905.

In witness whereof the seal of the Court of Arbitration hath been hereto put and affixed, and the President of the Court hath hereunto set his hand, this 18th day of December, 1902.

THEO. COOPER, J., President.

**(130.) WELLINGTON HAIRDRESSERS.—ENFORCEMENT OF AGREEMENT.**

LABOUR DEPARTMENT *v.* Mrs. P. Aldous, employer, and Messrs. Alfred Harris and H. F. Green, employees, for keeping open hair-dressing-saloon and working from 8 p.m. to 10 p.m. on the evening of the 8th August. Defendants were ordered to pay £1 each penalty, with solicitor's costs, £2 2s., and Court fees to be equally divided.

29th December, 1902.