

FILED IN DECEMBER.

---

WELLINGTON INDUSTRIAL DISTRICT.

---

(658.) WELLINGTON DRIVERS.—AGREEMENT.

THIS industrial agreement, made in pursuance of "The Industrial Conciliation and Arbitration Act, 1900," this 3rd day of November, 1903, between the Mayor, Councillors, and citizens of the City of Wellington, a Corporation constituted under "The Municipal Corporations Act, 1900," and hereinafter referred to as "the Corporation," and joining in these presents as an employer, of the one part, and the Wellington Drivers' Industrial Union of Workers, registered under "The Industrial Conciliation and Arbitration Act, 1900," and hereinafter referred to as "the industrial union" (the registered office of which industrial union is situate at No. 10, Featherston Street, in the City of Wellington), of the other part, witnesseth that it is hereby mutually agreed and declared between and by the Corporation and the industrial union that the terms and conditions hereinafter set forth shall apply from the date of these presents until the 6th day of September, 1904, to the tramway-drivers employed by the Corporation, and that the like terms and conditions shall be deemed and taken to have applied to the said tramway-drivers between the 6th day of September, 1903, and the date of these presents.

HOURS.

1. Tramway-drivers shall work on an average fifty-two hours per week, including Sundays. The average to be taken over two weeks. Sunday work not to average more than two and a half hours per Sunday during the year from the 6th September, 1903, to the 6th September, 1904, covered by this industrial agreement, 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 rate.

STABLE-WORK.

2. The tramway-drivers shall not be required to do any stable-work.

WAGES.

3. The rate of pay for tramway-drivers shall be £2 10s. per week.

## OVERTIME.

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

## HOLIDAYS.

5. Christmas Day and Good Friday shall be clear holidays. Each driver shall be allowed as holidays seven consecutive days in the year covered by this agreement at a time to suit the convenience of the Corporation.

## DAY OF PAYMENT.

6. The tramway-drivers shall be paid fortnightly on Fridays before 8 o'clock in the afternoon.

## WORKING-HOURS.

7. The times for commencing and leaving off work shall be decided from time to time by the Corporation.

## PREFERENCE OF UNIONISTS.

8. If and so long as the rules of the industrial union shall permit any driver employed in the Wellington Industrial District, and also any competent driver residing or who may hereafter reside in such district, to become a member of such union upon his written application (without ballot or other objection) and upon payment of an extra fee not exceeding 5s., and upon terms of paying subsequent subscriptions (whether payable weekly or not) at a rate not exceeding 6d. per week, then the Corporation shall, in the engagement of the tramway-drivers, employ members of the said union in preference to non-members, provided there are members of the union equally competent (in the opinion of the Mayor for the time being of the city, in case of difference between the officers of the Corporation and the union) as non-members to perform the particular work required to be done and ready and willing to undertake it. When members of the union and non-members are employed together there shall be no distinction between them, and they shall work together in harmony and under the same conditions, and shall receive equal pay for equal work. The foregoing parts of this clause are, however, subject to the further condition that the fact that the rules of the union permit drivers to become members as aforesaid upon the terms above mentioned shall be advertised by the union in the *New Zealand Times* and *Evening Post* newspapers.

## BREACHES AND PENALTIES.

9. The parties hereto hereby fix and determine that every failure by either the industrial union or any member thereof for the time being on one hand, or by the Corporation on the other hand, to perform or observe any of the foregoing clauses and provisions of these presents shall constitute a breach of this industrial agreement; and that the sum of £500 shall be the maximum penalty payable in respect of any such breach.

## ENFORCEMENT OF AGREEMENT.

10. This industrial agreement shall be enforced in like manner (so far as may be) as an award of the Court of Arbitration constituted under "The Industrial Conciliation and Arbitration Act, 1900," shall for the time being be enforceable.

## CONSTRUCTION OF AGREEMENT.

11. Any difference arising as to the meaning and intention of any of the foregoing provisions of this industrial agreement shall be referred to the President for the time being of the Court of Arbitration, whose decision shall be final.

In witness whereof the said parties hereto have hereunto caused their respective common seals to be affixed the day and year first above written.

The common seal of the Mayor, Councillors, and citizens of the City of Wellington was affixed to the above-written industrial agreement at the offices of and pursuant to a resolution of the City Council, in the presence of—

JOHN G. W. AITKEN, Mayor.

JAMES GODBER, Councillor.

JOHN R. PALMER, Town Clerk,

Wellington.

[Seal.]

The seal of the Wellington Drivers' Industrial Union of Workers was affixed hereto by the president of the said union in the presence of the undersigned, and in pursuance of a resolution of the union confirmed at a special meeting duly convened for the purpose and held on the 3rd November, 1903, at which meeting the above-written industrial agreement was submitted for approval before the said confirming resolution was voted upon. The said resolution was duly recorded in the minutes of the special meeting, and was signed by all officers present thereat.

M. HOGAN, President.

S. PARLANE, Vice-president.

D. BLACKIE, Secretary.

[Seal.]

**(659.) WELLINGTON BRANCH, FEDERATED SEAMEN.—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 in the matter of an industrial dispute between the Wellington Branch of the Federated Seamen's Union of New Zealand Industrial Union of Workers (hereinafter called the "workers' union") and the undermentioned persons, firms, and companies (hereinafter called "the employers")—viz., the Wellington Steam Ferry Company (Limited) and the Miramar Steam Ferry Company (Limited).

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-