

(817.) UPPER THAMES CARTERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and its amendments; and in the matter of an industrial dispute between the Upper Thames Carters’ Industrial Union of Workers (hereinafter called “the workers’ union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Adolph, E.	..	..	Paeroa.
Alley Bros.	..	..	Paeroa.
Ashby, H.	..	..	Thames.
Ashby, W.	..	..	Waihi.
Ascott, R.	..	..	Waihi.
Abbott, J.	..	..	Waikino.
Abbott, F.	..	..	Waikino
Brenan and Co.	..	..	Paeroa.
Brunskill, C.	..	..	Paeroa.
Bromwich, E.	..	..	Paeroa.
Bain, E.	..	..	Waikino

Brown, W.	..	..	Waihi.
Bain, Peter	..	..	Te Aroha.
Bell, John	..	..	Paeroa.
Butcher, —	..	..	Waihi.
Bastable, —	..	..	Karangahake.
Berridge and Co.	..	..	Waihi.
Clarkin, J.	..	..	Paeroa.
Clarkin, F.	..	..	Waihi.
Clarkin, T.	..	..	Paeroa.
Cochrane, J.	..	..	Karangahake.
Cartwright, R.	..	..	Waihi.
Cotter, R.	..	..	Waikino.
Carden, F.	..	..	Waihi.
Cook, J.	..	..	Thames.
Dean Bros.	..	..	Paeroa.
Douglas, J.	..	..	Paeroa.
Davis, Albert	..	..	Waihi.
Donnelly, James..	..	..	Komata.
Darlington, W. C.	..	..	Waihi.
Deverill, —	..	..	Waihi.
Emett, J. H.	..	..	Paeroa.
Egan Bros.	..	..	Karangahake.
Franklin, J.	..	..	Waikino.
Franklin, C.	..	..	Waikino.
Franklin, C.	..	..	Waitawhetā
Forrest and Clarke	..	..	Paeroa.
Forbes, A.	..	..	Paeroa.
Faulkner, August	..	..	Waihi.
Ferguson, N.	..	..	Thames.
Feeny, J.	..	..	Paeroa.
Gordon, J.	..	..	Paeroa.
Goonan, J.	..	..	Paeroa.
Goulston and Dunsford	..	..	Komata.
Gwilliam, J.	..	..	Thames.
Gilpin, G.	..	..	Waikino.
Gordon Bros.	..	..	Waitekauri.
Gillibrand, J.	..	..	Waimata.
Gibb, L.	..	..	Thames.
Hinds, J.	..	..	Golden Cross.
Hume, W.	..	..	Waihi.
Hamilton, J., sen.	..	..	Paeroa.
Heape, J. N.	..	..	Paeroa.
Howe, T.	..	..	Waihi.
Hanks, J.	..	..	Te Aroha.
Harrison, George	..	..	Waihi.
Hawkes, James ..	..	..	Thames.
Hetherington, W.	..	..	Te Aroha.

Harley, C.	..	..	Waihi.
Harvey, J.	..	..	Waihi.
Jackson, A. A.	..	..	Waihi.
Joyce, —	..	..	Waihi.
Jones, F. and A.	..	..	Waikino.
Keane, J.	..	..	Waihi.
Kirby, J.	..	..	Waihi.
Kennedy, R.	..	..	Thames.
Komata Reefs Gold-mining Company (Limited), Manager	..	..	Komata.
Loughman, W.	..	..	Paeroa.
Lindsay, Arthur	..	..	Paeroa.
Laurie Bros.	..	..	Waihi.
Lever, J.	..	..	Waihi.
Lever, H.	..	..	Waihi.
Matthews, J.	..	..	Paeroa.
Menzies and Co.	..	..	Paeroa.
Muler, M.	..	..	Waihi.
Moorman, H.	..	..	Thames.
Maddern, W.	..	..	Thames.
Miller, W.	..	..	Thames.
McWatters, W.	..	..	Paeroa.
Nielson, W.	..	..	Waihi.
Ohinemuri Coaching Com- pany	..	..	
O'Neave, J.	..	..	Waihi.
Phillips, J.	..	..	Paeroa.
Paeroa Brewery Company (Limited)	..	..	Paeroa.
Power, F.	..	..	Thames.
Rickett and Co.	..	..	Thames.
Robinson, J.	..	..	Te Aroha.
Roycroft, W.	..	..	Waihi.
Smith, J. Hague.	..	..	Paeroa.
Short, Charles	..	..	Paeroa.
Scott, W.	..	..	Mackaytown.
Shaw Bros.	..	..	Waikino.
Smith, F.	..	..	Waihi.
The Ohinemuri Carters and Carriers' Industrial Union of Employers	..	..	
Treanor, P.	..	..	Paeroa.
Tetley, Joseph	..	..	Paeroa.
Thames Valley Co-operative Dairying Company (Limited)	..	..	

Thomas, A. F. . . . .	Te Aroha.
Thomson, Hunua . . . .	Paeroa.
Te Monanui . . . . .	Paeroa.
Verran, W. . . . .	Thames.
Wells, T. . . . .	Karangahake.
Willets, A. . . . .	Thames.
Waihi Grand Junction Gold- mining Company, W. L. Simmons, Manager . . . .	
Waihi Gold-mining Com- pany . . . . .	
Williams, — . . . . .	Waihi.

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 1st day of January, 1905, and shall continue in force until the 1st day of January, 1907.

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 23rd day of December, 1904.

FREDK. R. CHAPMAN, J., President.

## THE SCHEDULE.

*Scope of Award.*

1. This award shall be limited in its operation to a district comprising the towns of Paeroa, Waihi, Karangahake, Te Aroha, and Thames, and a radius of ten miles from each of the said towns, and shall bind the parties hereto and all others hereafter entering into business and employing similar labour to that hereby dealt with within the said district, but shall not bind any other employers in the Northern Industrial District.

*Hours of Labour.*

2. A week's work shall consist of fifty hours, exclusive of the time required for the necessary attendance to horses, for competent drivers working one or two horses. For working any greater number of horses the week shall consist of sixty hours, exclusive of the time required for the necessary attendance to horses. In case of any dispute the matter shall be considered to be a matter to be settled in manner provided by clause 7 hereof.

*Wages.*

3. The following minimum rates of wages shall be paid:—

- (a.) Competent general carters: For those driving and attending one or two horses, a minimum weekly wage of £2 8s. For those driving and attending more than two horses, a minimum weekly wage according to the following scale: For those driving and attending 3 horses, £2 10s.; 4 horses, £2 12s.; 5 horses, £2 14s.; 6 horses, £2 16s.; 7 horses, £2 18s.; 8 horses, £3. The above wages shall include attendance to horses on Sunday, weekdays, and holidays.
- (b.) Casual carters: All persons employed as general carters for less than a week shall be deemed to be casual carters, and shall be paid at the rate of 1s. per hour for all hours worked, including necessary time attending to horses. Time lost by a driver by reason of his own default only shall be deducted from his wages.

*Overtime.*

4. General carters shall be paid at the rate of 1s. per hour for the first two hours and 1s. 3d. afterwards, which shall be calculated upon and paid for any work in any one week after the expiration of the week's work according to the hours regulated under the provisions of clause 2 of these conditions.

*Holidays.*

5. The following holidays shall be recognised: Drivers of carriers' teams shall receive a holiday extending from the 25th December to the 2nd January, both days inclusive. Should a man leave the service or be discharged before the end of the year,

he shall receive a number of days' pay proportionate to the proportion of the year he has worked with pay being at holiday rates. It shall be lawful for an employee and an employer to agree for an exchange of any one or more of the said holidays for other days in the year, and such an exchange may be made to operate in the present or future.

When a man takes his holidays together, as is hereinbefore provided, the employers shall provide for attendance to horses during the absence at a distance of the employee. Drivers of town carts shall receive the following holidays—namely, 1st January, Good Friday, Easter Monday, St. Patrick's Day, King's Birthday, Christmas Day, and Boxing Day.

It shall be lawful for an employee and for an employer to agree for an exchange of the whole or any less number of the said holidays for an extended holiday covering a period of not less than the same number of days, and such an exchange may be made to operate in the present or future, and in such case the employee shall provide for attendance to horses when absent at a distance unless the employer is working the horses.

#### *Payment for Holidays.*

6. The following rates shall be paid for holidays—namely, for Christmas Day, Good Friday, and all Sundays, double time rates; for all other holidays, time-and-a-half rates. In the case of carters who are paid for all holidays "double time" shall mean two days' pay or a proportion thereof in addition to the ordinary pay, and "time and a half" shall mean one and a half days' pay or a proportion thereof in addition to their ordinary pay.

Casual carters shall be paid at time-and-a-half rates for all holidays.

#### *Under-rate Workmen.*

7. Any driver who, not being experienced or for any other reason, may consider himself incapable of earning the minimum wage hereby fixed, shall be paid such less wage as shall from time to time, and for such period as shall be mentioned in the permit, be fixed in writing by the Stipendiary Magistrate sitting at the nearest town, such wages to be fixed upon by application of the workman upon twenty-four hours' notice to the secretary of the union, who shall have an opportunity of being heard by the said Magistrate: Provided that the driver may agree with the president or secretary of the union as to the amount or duration of such wage without having the same so fixed.

#### *Youths.*

8. Employers are at liberty to employ youths above the age of sixteen years at light work according to the following scale: From sixteen to seventeen years of age, £1 per week; from seventeen to nineteen years of age, £1 5s. per week; from nineteen to twenty-one years of age, £1 10s. per week.

9. The definition of "light work" shall in each case be settled in the manner prescribed in clause 7 hereof. Carters, whether employed on "light work" or otherwise, shall, if over the age of twenty-one years, be paid the full minimum wage prescribed by clause 3 (a) and (b) hereof (according to the terms of their employment), unless they are permitted under the provisions of clause 7 hereof to work for a lesser wage.

10. No employer shall discriminate against members of the union, nor shall, in the engagement or dismissal of carters, or in the conduct of his business, do anything directly or indirectly for the purpose of injuring the union.

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

#### *Board.*

12. Employers and employees may enter into agreements for providing suitable board and lodging, for which no greater sum than 15s. per week shall be deducted from the employee's wages.

#### *Period of Award.*

13. This award shall come into operation on the 1st day of January, 1905, and shall remain in operation until the 1st day of January, 1907, and shall thereafter continue in force until superseded by another award or an industrial agreement.

In witness whereof the seal of the Court of Arbitration hath hereunto been put and affixed, and the President of the Court hath hereunto set his hand, this 23rd day of December, 1904.

FREDK. R. CHAPMAN, J., President.