

(852.) WELLINGTON DRIVERS.—AGREEMENT *RE* WELLINGTON CITY CORPORATION (EXEMPTED FROM THE AWARD OF 29TH NOVEMBER, 1904).

THIS industrial agreement, made in pursuance of "The Industrial Conciliation and Arbitration Act, 1900," this 21st day of March, 1905, 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 first 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 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 to all drivers of horses employed by the Corporation from the date of these presents until the 31st day of December, 1906, or until superseded by a fresh agreement.

1. This agreement is in lieu of and in substitution for the award of the Court of Arbitration dated the 6th day of September, 1901.

Hours.

2. The hours for all drivers shall be forty-seven hours and five minutes per week, exclusive of the time required for necessary attendance to horses. The said time shall include the time properly occupied in going from and returning to stable.

Wages.

3. Drivers of two horses shall be paid £2 9s. per week, and drivers of one horse shall be paid £2 5s. per week.

Wages for Drivers of Dust, Slurry, and Household-refuse Carts.

4. The wages of drivers of dust and slurry (scavenging) carts shall be £2 7s. 6d. per week, and the wages of drivers of rubbish (household refuse) carts shall be £2 12s. 6d.

Drivers of Nightsoil Carts.

5. These drivers are not dealt with by the award.

Holidays.

6. Corporation drivers shall have and be paid for the following holidays: New Year's Day, Anniversary Day, Good Friday, Easter Monday, Prince of Wales's Birthday, Labour Day, King's Birthday, Christmas Day, and Boxing Day. When any holiday falls on a Sunday the following day shall be observed, and the provisions of this agreement shall apply thereto. When any holiday shall be generally observed on another day than that prescribed hereby the provisions of this agreement shall apply to such substituted holiday.

Overtime.

7. Drivers of dust, slurry, and household-refuse carts shall be paid 3d. per hour extra for all work done before the present hours of starting.

8. Overtime shall be paid for at the rate of 1s. per hour for the first two hours beyond the forty-seven hours five minutes prescribed, and at the rate of 1s. 3d. per hour afterwards.

Payment for Sundays and Holidays.

9. For work done on Sundays, Christmas Day, and Good Friday, other than attendance, drivers shall be paid at the rate of 2s. per hour. For work done on other holidays, other than attendance to horses, drivers shall be paid at the rate of 1s. 3d. per hour. The above payments shall be in addition to the weekly wage.

Stable Hours.

10. Each Corporation driver shall feed, water, and groom his horse (or horses) and clean their harness without extra pay, attending for that purpose an hour before commencing work in the morning and not more than an hour after leaving off work in the evening.

Pay Day.

11. Corporation drivers are to be paid on each alternate Friday.

Stablemen.

12. In all stables where fifteen or more horses are kept a stableman shall be employed.

Duties of Stablemen.

13. The stableman shall feed and water all horses before 7 a.m., and when necessary when the driver is not on duty, also on Sundays and holidays, and clean stables.

Drivers incapable of earning Minimum Wage.

14. 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 fixed for competent Corporation drivers may be paid such sum (if any) as shall from time to time be agreed upon between the officers of the Corporation and the industrial union, or as shall in case of difference be fixed by the Mayor for the time being of the city.

Preference of Unionists.

15. If and so long as the rules of the industrial union shall permit any driver employed in the industrial district, also any competent driver now residing or who may hereafter reside in such district, to become a member of such union upon his written application (without ballot, election, or other objection), and upon payment of an entrance 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 engage-

ment of 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 industrial 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.

Term of Engagement.

16. In the case of men other than casual hands, a week's notice of dismissal shall be given by the employer or employee; but this shall not prevent the employer from dismissing any employee for dishonesty, insubordination, and drunkenness.

Breaches and Penalties.

17. The parties hereto hereby fix and determine that every failure by either the industrial union or any member thereof for the time being (on the 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.

18. 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.

19. 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 these presents have been executed by or on behalf of the parties hereto, the day and year first hereinbefore 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.
M. MURDOCH, Councillor.
R. TAIT, Acting Town Clerk.

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 committee of the union duly held on the 21st March, 1905. The said resolution was duly recorded in the minutes of the meeting—

A. PARLANE, President.
T. O'BRIEN, Vice-President.
D. BLACKIE, Secretary.

WESTLAND INDUSTRIAL DISTRICT.

(853.) WEST COAST COAL AND GOLD MINERS.

In the Court of Arbitration, Westland District (Westport).—In the matter of “The State Coal-mines Act, 1901,” and its amendments.—Application for directions as to the representation of the management of the State coal-mine in relation to the coal-mining disputes pending in the Industrial District of Westland.

OPINION OF THE COURT AND ORDER THEREON.

SECTION 18 of “The State Coal-mines Act, 1901,” enacts that “Any award under ‘The Industrial Conciliation and Arbitration Act, 1900,’ relating to coal-mines in the industrial district in which the State coal-mine is situated shall, subject to such variations as in the opinion of the Court are necessitated by local circumstances, apply to such State coal-mine.”

The State coal-mine is the property of His Majesty the King, and but for this enactment it could not be suggested that the Act applies to such mine. Section 118 of “The Industrial Conciliation and Arbitration Act, 1900,” excludes the jurisdiction of this Court in cases where the Crown is interested, and this only confirms “The Interpretation Act, 1888,” section 8, and the common law.

The question, then, is as to the mode in which and the extent to which section 18 is to be applied.

In the case of coal-mines, it has been usual in this and other districts to form a separate union for each mine, or for each small group of mines working under like conditions. At Green Island, in Otago, and at Alexandra, in the same industrial district, awards of the latter class have been made; but in this industrial district, as in most others, there is no district award, but an award in respect of each mine-owner and each mine. This mode of procedure is dictated by local circumstances, as the conditions of working in one mine are seldom the same as those in another.

Section 18 declares that any award shall apply to the State coal-mine. It is quite evident that this cannot mean that every award relating to any coal-mine or coal-mines in the industrial district