

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

942. OTAGO GROOMS AND COACHMEN.—AWARD.

IN the Court of Arbitration of New Zealand, Otago and Southland 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 Otago Grooms and Coachmen’s Industrial Union of Workers (hereinafter called “the workers’ union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):

E. Stokes.

James Jeffs.

Hugh Gourley.

Imrie and Grant.

T. Fitzgerald and Son.

A. S. McKay.

Sheehy and Kelleher.

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, none of the parties having desired to call evidence, and having from time to time until the date hereof duly extended the time for making this award, 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 October, 1905, and shall continue in force until the 15th day of October, 1908.

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 7th day of October, 1905.

FREDK. R. CHAPMAN, J., President.

THE SCHEDULE.

1. Grooms and coachmen shall work without payment of overtime 280 hours a month of four weeks.

2. Any time worked in excess of 280 hours in any month shall be considered overtime, and paid for at the rate of time and a quarter or time off.

3. The minimum wage of grooms and coachmen shall be £2 2s. per week.

4. Casual labour shall be paid for at the rate of 1s. per hour.

5. Employers shall be at liberty to employ one boy or youth under twenty-one years of age to every four men or fraction of four.

6. When board and lodging are provided by the employer the wages to be paid to grooms and coachmen shall be £1 6s. per week.

7. One week's holiday on full pay is to be given to each employee once a year. If the employee's service is determined during the year otherwise than by dismissal for just cause a proportionate allowance shall be made to him.

8. So long as the rules of the union permit any person of good character and sober habits, and a competent groom or coachman, to become a member on payment of an entrance fee not exceeding 5s., upon his written application, without ballot or other election, and so to continue upon contributing subscriptions not exceeding 6d. per week, the employers shall employ members of the union in preference to non-members, provided that there are members of the union available and equally qualified to perform the particular work; but this award shall not compel any employer to dismiss or refuse employment to any person then employed by him.

9. Any dispute arising out of matters dealt with herein shall be referred to a conference between the secretary or president of the union and the employer or his agent, and in case of difference shall be settled by the Chairman of the Board of Conciliation for the Otago and Southland District, or some member of the said Board nominated for that purpose by the Chairman.

10. The Court reserves power to add parties to this award upon such terms and subject to such conditions as shall appear just.

11. The present custom as to fortnightly holiday or half-holiday is to be observed, and may be embodied in a supplemental order whenever a request to that effect shall be made in writing to the Court.

12. This award shall come into force on the 15th day of October, 1905, and shall remain in force until the 15th day of October, 1908, and thereafter shall 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 7th day of October, 1905.

FREDK. R. CHAPMAN, J., President.

REASONS FOR AWARD.

This award embodies the agreement of the parties. An objection to being bound was raised by an employer on the ground that he was a cabman only, and not a livery-stable keeper. It was found, however, that he occasionally let out conveyances, and the Court decided that he must be made a party. Leave is reserved to add parties, which will enable the Court to deal with other cases of the kind if called upon to do so.

FREDK. R. CHAPMAN, J., President.

943. OTAGO BOXWORKERS' AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland 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 Otago Boxworkers' Industrial Union of Workers (hereinafter called "the workers' union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):

The *Evening Star* Company (Limited), Bond Street, Dunedin.

The Alliance Box Company (R. W. Brickell, manager), Castle Street, Dunedin.

The Dunedin Box-factory (A. Pryor, manager, Hope Street), Dunedin.

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, and having from time to time until the date hereof duly extended the time for making this award, 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