

4. Piece-work shall be allowed, but the payment in respect thereof must be based on the minimum wage for such work.

5. The proportion of apprentices to journeymen employed by any employer shall not exceed one apprentice to every three journeymen or fraction of the first three journeymen; but, in the case of upholsterers, a second apprentice may be employed as soon as the first apprentice has served three years of his apprenticeship. For the purpose of determining the proportion of apprentices to journeymen, in taking any new apprentice the calculation shall be based on the full-time employment of the journeymen employed for two-thirds of the preceding year.

6. The period of apprenticeship shall be five years. Indentures shall be at the option of the employer.

7. Arrangements between employers and apprentices existing at the time of the coming into operation of this award shall not be prejudiced.

8. If any employer shall, from any unforeseen cause, be unable to fulfil his obligation to an apprentice, it shall be lawful for such apprentice to complete his term with another employer, and such employer may take and employ such apprentice notwithstanding that he has already the full number of apprentices allowed by these conditions.

9. The wages to be paid to apprentices shall be as follows: For the first year 6s. per week, for the second year 9s. per week, for the third year 12s. per week, for the fourth year 15s. per week, and for the fifth year £1 per week.

10. No employer shall discriminate against members of the Workers' Union, and no employer shall, in the engagement or dismissal of journeymen or in the conduct of his business, do anything for the purpose of injuring the Workers' Union, whether directly or indirectly.

11. When members of the Workers' 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.

12. And this Court doth hereby order and award that, as between the Workers' Union and the members thereof and the Employers' Union and the members thereof, and as between the Workers' Union and the members thereof and each of the employers separately above named, the terms, conditions, and provisions of this award shall be binding upon the Workers' Union and upon every member thereof, and upon the Employers' Union and every member thereof, and upon the employers and each and every of them; and, further, that the Workers' Union and every member thereof, and the Employers' 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 required to be done, observed, and performed, and shall not do anything in contravention of this award, but shall in all respects abide by and observe the same. And the Court doth hereby further order and award that the sum of £100 shall be the maximum penalty payable by any party or person in respect of any breach of this award: Provided, however (as provided by the 3rd section of "The Industrial Conciliation and Arbitration Amendment Act, 1898"), that the aggregate amount of penalties payable under or in respect of this award shall not exceed the sum of £500. And this Court doth further order that this award shall take effect from the 15th day of July, 1899, and shall continue in force until the 14th day of July, 1901. And this Court doth further order that a duplicate of this award shall be filed in the Supreme Court of New Zealand, Wellington District, at Wellington.

In witness whereof the seal of the Court hath been hereunto affixed, and the President of the Court hath hereunto set his hand, this 10th day of July, 1899.

W. B. EDWARDS, President.

WELLINGTON SEAMEN.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1894," and the amendments thereof; and in the matter of an industrial dispute between the Wellington Branch of the Federated Seamen's Industrial Union of New Zealand of Workers (hereinafter called "the Workers' Union") and the Union Steamship Company of New Zealand (Limited), W. and G. Turnbull and Co., Levin and Co. (Limited), J. H. Cock and Co., Charles Seagar, Richardson and Co., the Wanganui Steamship Company, and Horsley and Co. (hereinafter collectively referred to as "the shipowners").

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 Workers' Union by its representatives duly appointed, and having also heard the shipowners in person or by their representatives respectively, and having also heard the witnesses called by and on behalf of the Workers' Union and of the shipowners respectively, and cross-examined by the parties respectively, doth hereby order and award that, as between the Workers' Union and the members thereof, and the shipowners and each and every of them, the terms, conditions, and provisions set out in the schedule hereto shall, to the extent mentioned in the said schedule hereto, be binding upon the Workers' Union and upon every member thereof, and upon the shipowners 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 shipowners and each and every of them, shall respectively do, observe, and perform every matter and thing by the said terms, conditions, and provisions on the part of the union and the members thereof, and on the part of the shipowners respectively, required to be done, observed, and performed, and shall not do anything in contravention of the said terms, conditions, and provisions, but shall in all respects abide by and observe 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 of any such breach: Provided, however (as provided by the 3rd section of "The Industrial Conciliation and Arbitration Act Amendment Act, 1898"), that the aggregate amount of penalties payable under or in respect of this award shall not exceed £500. And this Court doth further order that this award shall take effect from the 1st day of August, 1899, and shall continue in force until the 31st day of July, 1901.

In witness whereof the seal of the Court of Arbitration of New Zealand hath been hereunto affixed, and the President of the said Court hath hereunto set his hand, this 29th day of July, 1899.

W. B. EDWARDS, President.

The Schedule before referred to.

1. *Limitation of Award.*—The provisions of the above award and the provisions and conditions contained in this schedule shall bind the shipowners respectively in so far only as respects ships owned or chartered by the shipowners respectively which trade within the limits of the industrial district of Wellington, or which trade in some trade one of the terminal ports of which is within the limits of the said industrial district.

2. *Wages.*—The following shall be the rates of wages which shall be paid by the shipowners respectively to the men employed by them respectively, that is to say: A.B.s, £6 10s. per month; trimmers, £6 10s. per month; firemen, £2 10s. per month; greasers, £8 10s. per month; donkeymen, £9 10s. per month; lamp-trimmers, £6 10s. per month; lamp-trimmers and A.B.s, £7 10s. per month; boatswains, £7 10s. per month; first-class ordinary seamen, £4 10s. per month; second-class ordinary seamen, £3 10s. per month; first-class boys, £2 per month; second-class boys, £1 10s. per month.

3. Wages shall be paid monthly, or on the first arrival of the ship after the wages shall have become due at the port at which the articles were drawn out.

4. *Overtime.*—Overtime shall be paid for at the following rates, namely: A.B.s, ordinary seamen, firemen, &c., 1s. per hour; A.B.s or ordinary seamen, when engaged in trimming coal at loading ports, 1s. 3d. per hour; A.B.s or ordinary seamen, when engaged in boating cargo in roadsteads in the months of May, June, July, and August, 1s. 9d. per hour; A.B.s or ordinary seamen, when engaged in boating cargo in roadsteads in the months of January, February, March, April, September, October, November, and December, 1s. 6d. per hour; A.B.s or ordinary seamen when carrying or stowing grain in bags in cargo-steamers only, 1s. 3d. per hour.

5. Boys shall not be worked overtime.

6. *Hours of Labour at Sea.*—On deck: Watch and watch of four hours each.