

5. That all overtime shall be paid for at the rate of 1s. per hour, any fraction of an incomplete hour to count as a complete hour for the purpose of this clause.

6. That the employers shall give preference of employment to members of the Wellington Drivers' Union.

7. That work done by any men employed by the employers on Sunday shall be paid for at the rate of 2s. 6d. per hour. Only works of necessity shall be done on that day.

8. That, in the event of any horse requiring to be buried, the employer owning the same shall pay the sum of 7s. 6d. for such job.

9. That the employers shall pay all the men employed by them respectively full wages for the following holidays, viz.: New Year's Day, Good Friday, Easter Monday, Prince of Wales's Birthday, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, and Anniversary Day; and all work of a compulsory nature done on any of these days shall be paid for at the rate of 1s. 6d. per hour. Drivers for picnic parties, &c., shall receive 10s. per day in addition to their ordinary wages for such days as they shall be so employed.

10. That all wages shall be paid on the Saturday of each and every week.

11. That if any dispute shall arise between the parties hereto, or any two or more of them, regarding the interpretation of any clause herein set out, the same shall be referred to the arbitration of three persons, one to be appointed by each party to the dispute, and the third or umpire to be the Chairman for the time being of the Conciliation and Arbitration Court, or, in the event of his being unable to act, the third umpire to be chosen by the other two arbitrators. The decision of the arbitrators or their umpire on all questions submitted to them or him to be final and conclusive.

12. That if the parties hereto or any one or more of them shall commit or suffer a breach of the agreement, covenants, or conditions on their or his part herein contained or implied, such parties or person shall for every such breach be guilty of an offence against the said Act, punishable by a penalty not exceeding the sum of £20.

And it is hereby agreed that this memorandum of agreement shall be filed in the office of the Registrar at Wellington of the Arbitration Court under the said Act, and shall become an award of the said Court.

As witness the hands of the parties—

ALLAN ORR,
WILLIAM HANNAFIN,
LOUIS LLOYD COSNAHAN MOORE
(For the Wellington Drivers' Union).

Witness to the signatures of Allan Orr, William Hannafin, and Louis Lloyd Cosnahan Moore—F. H. Ellison,
75, Cuba Street, Confectioner.

ENOCH EDMOND TONKS } Employers.
FREDERICK LAMBERG }

Witness to the signature of Enoch Edmond Tonks—Enoch Tonks, Brickmaker, Webb Street, Wellington.

Witness to the signature of Frederick Lamberg—William Watson, Labourer, Tasman Street, Wellington.

It is hereby agreed that, during the continuance of the contract for the supply of sand and gravel to the Bank of New Zealand, Enoch Edmond Tonks, of Wellington, an employer, shall have the right and liberty to employ two men at a weekly wage of £1 16s. each; the minimum wage of £2 5s. to be paid to all employes immediately on completion of the said contract. And, further, that during the continuance of a contract entered into by Frederick Lamberg and the Corporation of the City of Wellington, which expires on the 31st of March, 1900, the said Frederick Lamberg shall have the right and liberty to employ one man at a wage of £1 16s. per week; immediately on completion of the said contract wages shall be paid at a minimum rate of £2 5s. per week.

And this shall be read as part of the agreement made the 20th day of December, 1899, and attached hereto.

Dated this 21st day of December, 1899.

ALLAN ORR,
WILLIAM HANNAFIN,
LOUIS LLOYD COSNAHAN MOORE
(For the Wellington Drivers' Union).

Witness to signatures of Allan Orr, William Hannafin, and Louis Lloyd Cosnahan Moore—F. H. Ellison,
75, Cuba Street, Confectioner.

ENOCH EDMOND TONKS } Employers.
FREDERICK LAMBERG }

Witness to signature of Enoch Edmond Tonks—Enoch Tonks, Brickmaker, Webb Street, Wellington.

Witness to signature of Frederick Lamberg—William Watson, Labourer, Tasman Street, Wellington.

WELLINGTON DRIVERS (AERATED-WATER MANUFACTURERS).

This agreement, made in pursuance of "The Industrial Conciliation and Arbitration Act, 1894," this 21st day of December, 1899, between the Wellington Drivers' Union, a union duly registered under the provisions of the said Act, of the one part, and the employers of drivers of aerated-water and cordial vans in the City of Wellington (whose signatures appear at the foot hereof, and who are collectively hereinafter referred to as and are comprised in the term "the employers"), of the other part:

Whereas certain differences have arisen between the parties hereto regarding the hours of labour, rate of pay, number of holidays, and other matters, and in order to settle such differences the parties hereto have agreed to enter into and execute this agreement: Now it is hereby agreed as follows:—

1. The term of this agreement shall be two years from the date hereof.

2. That the drivers employed by the employers shall leave the stables by 7 in the morning and return to the stables by 5 in the afternoon during the months from April to October (both inclusive), and shall during the other months in the year leave the stables by 6 in the morning and return to the stables by 6 in the afternoon; except on Wednesdays in the months from April to October (both inclusive), when they shall return to the stables by 1 in the afternoon. One hour shall be allowed for breakfast and one hour for dinner, excepting on Wednesdays from April to October, when there shall be no allowance for dinner-hour.

3. That the employers shall pay the drivers employed by them at a minimum rate of £2 5s. per week, such wages to be paid on the Saturday of each and every week.

4. That preference of employment as drivers shall be given by the employers to members of the Wellington Drivers' Union, provided they shall have served their time in the trade, with this stipulation: that the hands employed in the factory of the employers requiring drivers may be taken in preference to others, and the employers shall have the right in cases of emergency, where necessary for them to catch or serve boats, steamers, or trains, to employ as drivers any hands employed in their factory.

5. That work done by any drivers employed by the employers on Sunday (with the exception of the drivers doing the necessary work in cleaning and attending to their horses and cleaning up the stables on Sundays) shall be paid for at the rate of 2s. 6d. per hour, but only work of absolute necessity beyond the work already excepted shall be done on Sunday.

6. That the employers shall pay their drivers for the following holidays, namely: New Year's Day, Good Friday, Easter Monday, Queen's Birthday, Labour Day, Anniversary Day, Prince of Wales's Birthday, Christmas Day, and Boxing Day, with this stipulation: that the holidays on such days shall not commence until after the customers of the employers have been attended to in the mornings of such days; but the employers shall so arrange with their customers that there shall be the smallest amount of work required to be done by the drivers as possible.

7. That if any dispute shall arise between the parties hereto, or any two or more of them, regarding the interpretation of any clause or matter herein set out, the same shall be referred to the arbitration of three persons, one to be appointed by each party to the dispute, and the third to be appointed by such two arbitrators as umpire. The decision of the arbitrators to be final and conclusive.