

(54.) AUCKLAND CABMEN.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and of “The Industrial Conciliation and Arbitration Act Amendment Act, 1901” ; and in the matter of an industrial dispute between the Auckland Cabmen’s Industrial Union of Workers (hereinafter called “the union”) and Pullan and Armitage, Wellesley Street, East Auckland; Andrews, Sons, and Co., Chancery Street, Auckland; Martin and Co., Parnell, Auckland; Keenan and Sons, Chapel Street, Auckland; A. Bowden, Wakefield Street, Auckland; E. Bowden, Cook Street, Auckland; and W. G. Parker, Nelson Street, Auckland (hereinafter called “the employers”).

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, and having also heard the witnesses called and 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 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, 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 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 thereof. And the Court doth further order that this award shall come into operation on Monday, the 13th day of January, 1902, and shall continue in operation until the 13th day of January, 1904.

In witness whereof the seal of the Court hath been hereto put, and the President of the Court hath hereunto set his hand, this 9th day of January, 1902.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Hours of Work.

1. The week shall be divided into long and short days. These shall alternate, and the men shall be in the stable at 7 a.m. and leave the same at 7 p.m. on short days and 7 a.m. and 11 p.m. on long days respectively, one hour per day to be allowed for meals. Orders requiring to be carried out before or after the hours above mentioned shall be compensated for by time off on the following day, if possible, or during the following week.

Sunday Work, &c.

2. Drivers shall have one Sunday or week-day off in each month. Such day is to be arranged between the employer and the employee. Hours for Sunday work to be from 8 a.m. to 8 p.m., with compensation for order jobs, as provided in clause 1 hereof.

Minimum Rate of Wages.

3. The minimum rate of wages to be paid to drivers shall be as follows: To drivers of four-wheelers, £2 5s. per week; to drivers of

hansom-cabs, £2 per week. If board, lodging, and washing be provided, not more than £1 per week shall be deducted from the foregoing rates.

4. Any man who is not a competent driver may be employed on trial for three months (providing a license is obtained) at a rate of wages to be fixed in writing between the employer and the president or secretary of the union. If the employer and president or secretary of the union cannot agree upon such rate, then the same shall, on the application of the employer, be fixed in writing by the Chairman of the Conciliation Board for this industrial district after twenty-four hours' notice in writing to the president or secretary of the union, who shall, if he so desire, be heard by such Chairman upon such application.

5. Where by reason of old age or physical infirmity a driver is unable to earn the minimum wage, he may be paid such less sum as may from time to time be agreed upon in writing between such driver, the employer, and the president or secretary of the union. If such parties cannot agree upon such rate of wages, then the same shall, on the application of the driver, in default of such agreement, be fixed in writing by the Chairman of the Conciliation Board for the industrial district after twenty-four hours' notice in writing to the president or secretary of the union, who shall, if he so desire, be heard by such Chairman upon such application.

General.

6. All cabs shall be washed for the drivers.

7. Drivers shall not be called out after leaving the stables at the conclusion of their day's work except in case of extreme urgency.

Preference.

8. So long as the rules of the union permit any person of good character and sober habits, and who is a competent driver, 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, without undue delay, equally qualified with non-members to perform the particular work. This provision shall not interfere with engagements now subsisting between employers and non-unionists.

Wages now being paid not to be reduced.

9. No employer shall reduce the wages of any employee who is at this date earning more than the rate of wages prescribed as the minimum rate under this award.

Term of Award.

10. This award shall come into operation on Monday, the 13th day of January, 1902, and shall continue in force until the 13th day of January, 1904.

Limitation of Award.

11. This award shall be limited to the employers herein named as parties, and to such employers as may hereafter and during the currency of this award commence and carry on the business of cab-proprietors in the City and Suburbs of Auckland.

12. The terms and conditions of clauses 1 to 9 inclusive of this schedule are the terms and conditions of an agreement in writing made and signed by the parties hereto, and deposited this day with the Clerk of Awards for this industrial district.

In witness whereof the seal of the Court hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 9th day of January, 1902.

THEO. COOPER, J., President.

(55.) AUCKLAND PLUMBERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and of "The Industrial Conciliation and Arbitration Act Amendment Act, 1901"; and in the matter of an industrial dispute between the Auckland Plumbers, Gas-fitters, and Metal-workers' Industrial Union and R. Tudehope, Wellesley Street; J. and D. Miller, Wellesley Street; F. and W. Fowler and Co., Victoria Street; C. Waddingham, Karangahape Road, Newton; McLeod and Green, Chapel Street; A. Jewiss, Albert Street; W. Swales, Jervois Road, Ponsonby; J. Blakey, Eden Terrace; G. Clarke, Karangahape Road; D. Doull, Mount Eden Road; F. Hitchcock, Kyber Pass Road; W. Macpherson, Eden Terrace; J. Macpherson, Crummer Road, Grey Lynn; Smart and Whisker, Newmarket; J. Angus, Newmarket; N. Randall, Newmarket; Dunn, Smith, and Co., Customs Street; Odlum and Smith, Lower Albert Street; J. McDermott, Queen Street; J. Petford, Albert Street; W. Stanley, Customs Street; J. Lecky, Parnell; E. Lonergan, Queen Street; C. Annett, Gladstone Road, Newton; J. Bullcraig, Onehunga; J. H. Blackwood, Onehunga; J. Spinley, North Shore; E. V. Fulljames, North Shore; Peace and Son, Shortland Street; G. Baddilly, Ponsonby Road; Auckland Gas Company, Wyndham Street; Colonial Sugar Company (Limited), Chelsea; E. R. Rayner, Eden Terrace; J. Lepper, Northcote; Moss Kessing and Co., Cook Street; James Long, Crummer Road, Grey Lynn; W. Graham, North Shore; J. Armitage, Garfield Street, Parnell; E. Craddock, Kingsland; E. Hitchens, Avondale; W. Wheeler, Ponsonby; W. Newman, Kyber Pass Road; F. Wenzenberg, Prospect Terrace, Mount Roskill; A. R. Kirchner, Wakefield Street; J. Flanagan, Upper Union Street; R. Paul, Albert Street; B. Schenk, Chapel Street; F. Salem, Willow Street, Freeman's Bay; T. Leedham, Albert Street;