

(1938.) WELLINGTON DRIVERS (CAB-PROPRIETORS).—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1908,” and its amendment; and in the matter of an industrial dispute between the Wellington Drivers’ Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Baldwin, W., College Street, Wellington.

Carey, William, Molesworth Street, Wellington.

Cotterill, J., Majoribanks Street, Wellington.

Cotterill, James, Wallace Street, Wellington.

Dyke, J. B., Thorndon Quay, Wellington.

Innes, George, Tinakori Road, Wellington.

Johnston, James, Cambridge Terrace, Wellington.

Lyons and Co., Abel Smith Street, Wellington.

McWilliam, A., Courtenay Place, Wellington.

Ritson, Mrs., Cambridge Terrace, Wellington.

Watters, J., Wingfield Street, Wellington.

Welsby, R., Aro Street, Wellington.

Whiting, W., Dixon Street, Wellington.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the above-mentioned dispute, and the agreement of the parties, and in order to give effect to the application of all the parties that the terms and conditions thereof should be embodied in 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 contraven-

tion 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 11th day of October, 1909, and shall continue in force until the 5th day of April, 1911.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 4th day of October, 1909.

W. A. SIM, Judge.

---

SCHEDULE.

*Hours of Work.*

1. The hours of work shall be 140 per fortnight for all persons engaged about the stables, such hours to be consecutive as far as practicable.

*Wages.*

2. The wages to be paid to drivers shall be not less than £2 5s. per week, to be paid weekly and in the employer's time on a day to be fixed in advance by him.

*Overtime.*

3. All hours worked in excess of 140 per fortnight shall be considered overtime, and paid for at the rate of 1s. 3d. per hour. No claim for overtime shall be allowed unless made not later than the day following such overtime. A claim not disputed is deemed to be admitted.

The employer shall provide each employee with a time-book, in which such employee shall enter daily the hours he has worked. The employer shall within twenty-four hours have the time verified and the book initialled.

*Holidays, &c.*

4. (a.) Once in each month each employee shall be entitled to one day's holiday, such day to be mutually agreed upon between the employer and employee, and is conditional upon the employee leaving his "turn-out" clean.

(b.) Each employee shall have a night off in each week, upon a day to be agreed upon between employer and employee.

(c.) The following holidays shall be observed: New Year's Day, Anniversary Day, Good Friday, Easter Monday, Prince of Wales's Birthday, Labour Day, the King's Birthday, Christmas Day, and Boxing Day.

(d.) When a holiday falls on a Sunday, the following day shall be observed, and the provisions of this award shall apply thereto.

(e.) When any holiday shall be generally observed on another day than that prescribed hereby, the provisions of this award shall apply to such substituted holiday.

A holiday is to be counted as ten hours, forming part of the 140 hours.

*Payment for Holidays.*

5. For work done on Christmas Day and Good Friday, other than attendance to horses, 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.

*Casual Labour.*

6. All casual labour shall be paid for at 1s. 1½d. per hour for all work. A casual driver's overtime, at the rate of 1s. 3d. for the first two hours, and 1s. 6d. for further time, shall commence after ten hours' work. A casual driver is one who is employed for less than one week continuously.

*Payment of Wages.*

7. Subject to the provisions of clause 3 as to the fortnightly ascertainment of overtime, wages shall be paid weekly, and no time shall be deducted save such as is lost by the driver's default.

*Boarding.*

8. An employer may enter into an agreement with a driver to provide him with suitable board and lodging, and to deduct the price thereof from his wages, at a rate not exceeding 17s. per week.

*Terms of Engagement.*

9. In the case of men other than casual hands, a week's notice of dismissal or of resignation shall be given by the employer or employee; but this shall not prevent the employer from dismissing any employee for good cause.

*Preference.*

10. So long as the rules of the union permit any person of good character and sober habits and 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 equally qualified to perform the particular work required to be done. Nothing in this clause shall apply to casual drivers.

The Union shall keep an employment-book at the office of the Inspector of Factories in Wellington, particulars of which shall be advertised in the Wellington *Evening Post*.

11. In order to prevent any evasion or avoidance of the provisions of this award by arrangements being entered into between employers and drivers purporting to provide for the sale, leasing, or subletting of cabs or carriages to drivers, it is hereby expressly declared that any employer intending to enter into any such

arrangement shall give written notice to the Inspector of Awards of such intention, and shall supply the Inspector with such evidence of the *bona fides* of such arrangement as the Inspector may reasonably require. Until such arrangement is duly approved by the Inspector any such driver shall be deemed to be an employee of such employer, and such employer shall be liable in respect of such driver for the observance of the provisions of this award and of the Industrial Conciliation and Arbitration Act in the same manner and to the same extent as if such driver were in fact his employee.

*Working on Shares.*

12 Working on shares between employer and employee is prohibited.

*Scope of Award.*

13. This award shall bind the parties hereto and all persons carrying on business as cab-proprietors within the City of Wellington and the contiguous boroughs.

*Term of Award.*

14. This award shall come into force on the 11th day of October, 1909, and shall remain in force until the 5th day of April, 1911.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 4th day of October, 1909.

W. A. SIM, Judge.

---

MEMORANDUM.

This award embodies, without alteration, the agreement of the parties.

W. A. SIM, Judge.