

**(2529.) AUCKLAND CABMEN.—AWARD.**

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Auckland Cabmen's Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):

Andrews and Andrews, Otahuhu and Market Stables, Auckland.

Bogue and McKeddie, Devonport, Auckland.

Bowden, A., Wakefield Street, Auckland.

Fagan and Wilkinson, 79 Nelson Street, Auckland.

Herbert, C., Karangahake Road, Auckland.

Keenan and Sons, Federal Street, Auckland.

Martin, J., and Co., Parnell, Auckland.

Parsons, W., and Sons, Devonport, Auckland.

Pullan, Armitage, and Co., Albert Street and Newmarket, Auckland.

Somers, J., Onehunga, Auckland.

Smyth, J., Mount Eden Road, Auckland.

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, 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 20th day of May, 1912, and shall continue in force until the 31st day of December, 1914.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereto set his hand, this 10th day of May, 1912.

W. A. SIM, Judge.

#### SCHEDULE.

##### *Hours of Work.*

1. The hours of work shall not exceed 130 per fortnight. The employer shall be entitled to regulate from time to time the hours of work for each worker, but so that, subject to the usual meal-hours, they shall be consecutive as far as it is reasonably practicable to make them so.

2. Each worker shall be entitled to one day off in every fortnight, the day to be selected by the employer. He may agree with his employer to work on his day off at the rate of 1s. per hour for all time worked on such day. The payment for such day shall be made in cash and not in time, and the worker shall in any case be paid not less than 3s. for any work done on such day.

##### *Wages and Overtime.*

3. The minimum wage for drivers and grooms shall be £2 8s. per week, to be paid weekly in the employer's time. No deduction shall be made from the weekly wage save for time lost through the worker's default. If board and lodging be provided by the employer he shall be entitled to deduct for the same not more than 15s. per week from the wage herein prescribed.

4. (a.) All time worked in any fortnight in excess of the hours hereinbefore prescribed shall be considered overtime, and shall be compensated with time off, or paid for at the end of every four weeks. An account of time worked and time off shall be kept by each employer. A worker shall not be entitled to overtime unless he makes a claim on the same or on the next day in respect of work done beyond the customary daily hours. A claim that is not disputed is deemed to be admitted.

(b.) When overtime is to be paid for in cash it shall be paid for at the rate of 9d. per hour.

(c.) When any worker leaves the service of his employer any balance of overtime shall be settled for in cash at the rate of 9d. per hour.

##### *Under-rate Workers.*

5. (a.) Any man who is not a competent driver may be employed on trial for three months (provided a license is obtained) at the rate of wages to be fixed in writing between the employer and the

president or secretary of the union. If the employer and the 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 local Inspector of Factories, after twenty-four hours' notice in writing to the president or secretary of the union, who shall, if he so desires, be heard by the Inspector on such application.

(b.) Where by reason of old age or physical infirmity a driver is unable to earn the minimum wage he may work for such less sum as may 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 and in such case the same shall, on the application of the driver, in default of such agreement, be fixed in writing by the said Inspector of Factories after twenty-four hours' notice in writing to the president or secretary of the union, who shall, if he so desires, be heard by the Inspector on such application.

#### *Preference.*

6. If and so long as the rules of the union shall permit any person who is a licensed driver to become a member of such union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon a written application of the person desiring to join the union, without ballot or other election, then and in such case employers shall employ members of the union in preference to non-members, provided there are members of the union equally qualified with non-members to perform the particular work required to be done and ready and willing to undertake it.

7. The union shall keep during office-hours in the office of the Inspector of Factories in the City of Auckland a book to be called the "employment-book," wherein shall be entered the names and exact addresses of all members of the union for the time being out of employment, with a description of the branch in which each such member claims to be proficient, and the names, addresses, and occupations of the last two employers by whom such member shall have been employed. Immediately upon such member obtaining employment a note thereof shall be entered in such book. The executive of the union shall use their best endeavours to verify all the entries contained in such book, and the union shall be answerable as for a breach of this award in case any entry therein shall in any particular be wilfully false to the knowledge of the executive of the union, or in case the executive of the union shall not have used reasonable endeavours to verify the same. Such book shall be open to every employer and his servants without fee or charge during office-hours. If the union fail to keep the employment-book in manner provided by this clause, then and in such case and so long as such failure shall continue any employer may if he so thinks fit employ any person or persons, whether members

of the union or not, to perform the particular work required to be done, notwithstanding the foregoing provisions.

8. No employer shall in the engagement or dismissal of his men discriminate against members of the union, nor shall in the conduct of his business do anything, directly or indirectly, for the purpose of injuring the union.

9. Where members of the union and non-members are employed together they shall work together in harmony, and shall receive equal pay for equal work.

*Scope of Award.*

10. This award shall apply only to employers carrying on business as cab-proprietors, and whose stables are situated within a radius of ten miles from the Chief Post-office in the City of Auckland.

*Term of Award.*

11. This award shall come into force on the 20th day of May, 1912, and shall continue in force until the 31st day of December, 1914.

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 10th day of May, 1912.

W. A. SIM, Judge.

MEMORANDUM.

This award is the same as the award made in 1908 (Book of Awards, Vol. x, p. 165), save that the minimum wage has been increased from £2 2s. to £2 8s. per week.

At the hearing the union asked the Court to make some provision with regard to the earnings of drivers who are working on the share system. It is clear that the Court has no jurisdiction to do this, for the reason that these drivers are not workers within the meaning of the Act. This was pointed out in the memorandum appended to the last award.

W. A. SIM, Judge.