

(4061.) WELLINGTON LICENSED TAXI-DRIVERS.—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 amendments; and in the matter of an industrial dispute between the Wellington Licensed Taxi-drivers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Barrington, Charles, Opera Garage, Wellington.

Bruton, J., 31 Abel Smith Street, Wellington.

Comforth, C., 3 Boulcott Avenue, Wellington.

Fitzgerald, J., 139 Lambton Quay, Wellington.

Fitzgerald and Pearce, Marion Street, Wellington.

Fugle, T., Karori, Wellington.

Gilmer and McGuire, c/o Preston's, Customhouse Quay, Wellington.

Hayward, W., Lambton Quay, Wellington.

Hewison, O., Lyall Bay, Wellington.

Howard, G., Ghuznee Street, Wellington.

Jones, H. T., Lyall Bay, Wellington.

Kearney Bros., Tinakori Road, Wellington.

Lamb, G., 74 Webb Street, Wellington.

Matterson, S., 135 Abel Smith Street, Wellington.

Moyes, E., 94 Austin Street, Wellington.

Muirhead, G., Broadway Terrace, Wellington.

Nightingale, Mrs., Lambton Quay, Wellington.

Nunn, C., Opera Garage, Wellington.

Ormerod, Mrs., Berhampore, Wellington.
 Prockter, A., Tinakori Road, Wellington.
 Scoullar, A., 72 Tasman Street, Wellington.
 Spackman, H., 258 Taranaki Street, Wellington.
 Young, C., 127 Lambton Quay, Wellington.

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, and the time for making this award having been duly extended, 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 24th day of May, 1915, and shall continue in force until the 4th day of July, 1917, and thereafter as provided by section 90, subsection (1) (d), of the Industrial Conciliation and Arbitration Act, 1908.

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 15th day of May, 1915.

____ T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. The following shall be the hours of work: Sixty hours shall constitute a short week's work and seventy hours shall constitute a long week's work. A long week includes a Sunday on.

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

Wages and Overtime.

3. The minimum wage shall be £2 12s. 6d. per week, to be paid weekly and in the employer's time. No deduction shall be made from the weekly wage save for time lost through the worker's own default or sickness.

4. (a.) All time worked in any week in excess of the hours hereinbefore prescribed shall be considered overtime, and shall be paid for at 1s. per hour.

(b.) A worker shall be entitled to credit for the actual working time taken in every concert, theatre, or ball job, with a minimum of one hour for every concert or theatre job and two hours for every ball job.

(c.) Drivers in charge of cars on tour extending over one day may make special arrangements with their employers as regards overtime.

Holidays.

5. Christmas Day and Good Friday shall be worked as Sundays.

Termination of Employment.

6. Where no agreement in writing is made fixing the period of notice then not less than forty-eight hours shall be given by either party of the termination of the service.

Preference.

7. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within one calendar month after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Scope of Award.

8. This award shall apply to all employers in the City of Wellington, and within a radius of five miles of the Chief Post-office thereof.

Term of Award.

9. This award shall come into force on the 24th day of May, 1915, and shall continue in force until the 4th day of July, 1917.*

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 15th day of May, 1915.

T. W. STRINGER, Judge.

MEMORANDUM.

This award is based for the most part upon the recommendation of the Conciliation Council, which the parties agreed to accept.

T. W. STRINGER, Judge.