

WELLINGTON INDUSTRIAL DISTRICT.

(1746.) WELLINGTON DRIVERS (CORPORATION EMPLOYEES).— AGREEMENT.

THIS industrial agreement, made in pursuance of "The Industrial Conciliation and Arbitration Act, 1908," this 2nd day of November, 1908, between the Mayor, Councillors, and Citizens of the City of Wellington, a Corporation constituted under "The Municipal Corporations Act, 1908," and hereinafter referred to as "the Corporation," and joining in these presents as an employer, of the one part, and the Wellington Drivers' Industrial Union of Workers, an industrial union registered under "The Industrial Conciliation and

Arbitration Act, 1908," and hereinafter referred to as "the industrial union" (the registered office of which union is situate at Grey Street, in the City of Wellington), of the other part, witnesseth that it is hereby mutually agreed and declared between and by the Corporation and the industrial union that the terms and conditions hereinafter set forth shall apply to all drivers of horses employed by the Corporation from the date of these presents until the 5th day of April, 1911, or until this agreement is superseded by a fresh agreement.

1. This agreement is in lieu of and in substitution for the industrial agreement dated the 21st day of March, 1905.

HOURS.

2. The hours for all drivers shall be forty-seven hours and five minutes per week, exclusive of the time required for necessary attendance to horses. The said time shall include the time properly occupied in going from and returning to stable.

WAGES.

3. Drivers of two horses shall be paid £2 12s. per week; drivers of one horse shall be paid £2 8s. per week.

WAGES FOR DRIVERS OF DUST, SLURRY, AND HOUSEHOLD-REFUSE CARTS.

4. The wages of drivers of dust and slurry (scavenging) carts shall be £2 10s. per week, and an extra 6s. for four hours' Sunday work commencing at midnight on Saturday; and the wages of drivers of rubbish (household-refuse) carts shall be £3. The wages of night broom-men shall be £2 12s. 6d. per week.

DRIVERS OF NIGHTSOIL-CARTS.

5. These drivers are not dealt with by the agreement.

HOLIDAYS.

6. Corporation drivers shall have and be paid for the following holidays: New Year's Day, Anniversary Day, Good Friday, Easter Monday, Prince of Wales's Birthday, Labour Day, King's Birthday, Christmas Day, and Boxing Day. When any holiday falls on a Sunday the following day shall be observed, and the provisions of this agreement shall apply thereto. When any holiday shall be generally observed on another day than that prescribed hereby, the provisions of this agreement shall apply to such substituted holiday.

OVERTIME.

7. Drivers of dust, slurry, and household-refuse carts shall be paid 3d. per hour extra for all work done before the present hours of starting.

8. Overtime shall be paid for at the rate of 1s. 3d. per hour for time worked beyond the forty-seven hours five minutes prescribed.

PAYMENT FOR SUNDAYS AND HOLIDAYS.

9. For work done on Sundays, Christmas Day, and Good Friday, other than attendance,* 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.

STABLE-HOURS.

10. Each Corporation driver shall feed, water, and groom his horse (or horses) and clean their harness without extra pay, attending for that purpose an hour before commencing work in the morning and not more than an hour after leaving work in the evening.

PAY-DAY.

11. Corporation drivers are to be paid on each alternate Friday.

STABLEMAN.

12. A stableman shall be employed.

DUTIES OF STABLEMAN.

13. The stableman shall feed and water all horses before 7 a.m., and when necessary when the driver is not on duty, also on Sundays and holidays, and clean stables.

DRIVERS INCAPABLE OF EARNING MINIMUM WAGE.

14. Any driver who, on account of youth, infirmity, or old age, or for any other reason, may consider himself incapable of earning the minimum wage fixed for competent Corporation drivers may be paid such sum (if any) as shall from time to time be agreed upon between the officers of the Corporation and the industrial union, or as shall in case of difference be fixed by the Mayor for the time being of the city.

PREFERENCE.

15. 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 employer shall employ members of the union in preference to non-members, provided that there are members equally qualified to perform the particular work 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, and at Petone and Lower

* ? to horses.

Hutt, particulars of which shall be advertised in the Wellington *Evening Post*.

TERM OF ENGAGEMENT.

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

BREACHES AND PENALTIES.

17. The parties hereto hereby fix and determine that every failure by either the industrial union or any member thereof for the time being on the one hand, or by the Corporation on the other hand, to perform or observe any of the foregoing clauses and provisions of these presents shall constitute a breach of this industrial agreement, and that the sum of £500 shall be the maximum penalty payable in respect of any such breach.

ENFORCEMENT OF AGREEMENT.

18. This industrial agreement shall be enforced in like manner (so far as may be) as an award of the Court of Arbitration constituted under "The Industrial Conciliation and Arbitration Act, 1900," shall for the time being be enforceable.

CONSTRUCTION OF AGREEMENT.

19. Any difference arising as to the meaning and intention of any of the foregoing provisions of this industrial agreement shall be referred to the President for the time being of the Court of Arbitration, whose decision shall be final.

In witness whereof these presents have been executed by or on behalf of the parties hereto, the day and year first hereinbefore written.

The common seal of the Mayor, Councillors, and Citizens of the City of Wellington was affixed to the above-written industrial agreement at the offices of and pursuant to a resolution of the City Council in the presence of—

T. W. HISLOP, Mayor.

JOHN P. LUKE, Councillor.

JNO. R. PALMER, Town Clerk.

[Seal.]

The seal of the Wellington Drivers' Industrial Union of Workers was affixed hereto by the president of the said union in the presence of the undersigned, and in pursuance of a resolution of committee of the union duly held on the 19th day of October, 1908. The said resolution was duly recorded in the minutes of the meeting.

[Seal.]

President: J. SUTHERLAND.

Vice-President: W. J. JONES.

Secretary: D. BLACKIE.