

(4778.) GISBORNE DRIVERS.—AGREEMENT RE GISBORNE BOROUGH COUNCIL.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its subsequent amendments, this 23rd day of October, 1917, between the Mayor, Councillors, and Burgesses of the Borough of Gisborne (herein called "the Council") of one part, and the Gisborne Drivers' Industrial Union of Workers (herein called "the union") of the other part, witnesseth as follows:—

1. The Council shall be exempt from any award of the Arbitration Court during the currency of this agreement.

2. This agreement shall not be used as a basis for demands before the Conciliation Commissioner or the Arbitration Court in connection with the citation of other employers.

Hours of Work and Wages.

3. (a.) The wages of one-, two-, or three-horse drivers shall be not less than £3 for fifty-one hours per week.

(b.) The hours above mentioned are to include all time occupied in attendance on horses, washing vehicles, cleaning harness, &c., and drivers of one horse are to assist drivers of two or more horses in stable duties.

(c.) So long as the British Empire remains in a state of war with Germany or Austria or either of them, and for three months after the cessation of such war, there shall be paid to all workers coming within the scope of this award, in addition to the rates mentioned in clause 3 thereof, a war bonus of 2d. per hour upon the said rates.

Notwithstanding the foregoing clause the said war bonus may at any time during the currency of the award be continued either wholly or partially, or may be increased or terminated as the Court, on the application of any party to the award or of its own motion, may determine.

The daily working-hours shall be regulated in advance according to the special requirements of the Council.

The Council shall provide a time-book in each stable, in which the driver shall enter daily the total number of hours for which he is entitled to be paid, stating the overtime (if any). A responsible officer shall within twenty-four hours have the time verified and the book initialled.

Holidays.

4. Drivers shall receive the following holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, Show Day, Christmas Day, and Boxing Day.

For any work done on Christmas Day, Good Friday, or Sunday drivers shall be paid not less than 2s. 6d. per hour. For any work done on other holidays drivers shall be paid 1s. 6d. per hour, with a minimum payment of 2s. 6d. These payments shall be in addition to the wages.

Payment of Wages.

5. Wages shall be paid fortnightly in cash.

Preference.

6. (a.) The Council shall have power to engage any driver although such driver shall not be a member of the union, but such driver shall become and remain a member of the union within fourteen days after his engagement, failing which the Council shall dismiss such driver from its service if required 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 foregoing provision will operate only if and so long as the rules of the union permit any person of good character and sober habits who is or has been working as a driver to become and remain a member of the union upon payment of an entrance fee not exceeding 5s. and of subsequent contributions not exceeding 6d. per week.

Terms of Engagement.

7. In the case of drivers other than casual hands a week's notice of dismissal or of resignation shall be given by the Council or employee.

A driver employed continuously for more than a week shall be deemed a permanent driver and shall be paid full wages each week, unless absent from work through no fault of the Council, and in such case he will not be paid for time lost.

Casual hands shall be paid at the same rate as a weekly hand.

Term of Agreement.

This agreement shall come into force on the 23rd day of October, 1917, and remain in force until the 23rd day of October, 1919, or until the cessation of the war and for six months thereafter, whichever shall first happen.

In witness whereof the parties have executed these presents.

The seal of the Mayor, Councillors, and Burgesses of the Borough of Gisborne was hereunto fixed this 23rd day of October, 1917, in the presence of—

[SEAL.]

W. G. SHERRATT, Mayor.
G. B. OMANS, Councillor.
R. D. B. ROBINSON, Town Clerk.

The seal of the Gisborne Drivers' Industrial Union of Workers was hereunto fixed this 23rd day of October, 1917, in the presence of—

[SEAL.]

W. E. HAYS, President.
K. A. MCKENZIE, Member.
D. W. COLEMAN, Secretary.

NOTE.—Section 25, subsection (4), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiry of the term of the industrial agreement, it shall continue in force until superseded by another industrial agreement or by an award of the Court of Arbitration, except where the registration of an industrial union of workers bound by such agreement has been cancelled.