

(7497.) WELLINGTON CITY CORPORATION DRIVERS.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, this 8th day of May, 1923, 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 Motor-car, Horse-drivers, and Stable-attendants' 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 2 Jervois Quay, 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.

---

SCHEDULE.

*Hours.*

1. (a.) Forty-nine and three-quarter hours shall constitute a week's work for all drivers, except the night-broom men, whose hours of work shall be forty-six and three-quarter hours per week.

(b.) The above hours shall include the time occupied in attendance to horses and cleaning harness: Provided that the portion of the week's work to be allowed for attendance to horses and cleaning harness shall be four hours and a half.

(c.) The daily working-hours shall be fixed in advance by the employer according to the requirements of the particular class of work required to be done.

#### *Wages.*

2. (a.) General drivers, £4 9s. 9d. per week; scavenging-cart drivers, £4 11s. 8d. per week; night-broom drivers, £4 11s. 8d. per week; household-refuse-cart drivers and nightsoil-cart drivers, £4 18s. 3d. per week.

(b.) Drivers of two horses shall receive 7s. 4d. per week extra. A driver of two horses shall mean a man who is regularly engaged for more than three days a week in driving a two-horse team, and he shall be required to work an additional four hours weekly in excess of those provided in clause 1 (a) in attending to the extra horse and cleaning the harness.

#### *Holidays.*

3. (a.) General drivers shall receive and be paid for the following holidays—Good Friday, Easter Monday, King's Birthday, Labour Day, Christmas Day, Boxing Day, New Year's Day, and Anniversary Day—and in addition shall receive an annual holiday of one week.

(b.) Drivers of street-cleaning vehicles, refuse vehicles, and nightsoil vehicles shall receive and be paid for the following holidays—New Year's Day, Anniversary Day, Good Friday, Easter Monday, Labour Day, Christmas Day, and Boxing Day—and in addition shall receive an annual leave of nine clear working-days.

#### *Payment for Sundays and Holidays.*

4. (a.) Drivers engaged in street-cleaning on Sunday mornings or during the night previous to Christmas, New Year, and Easter holidays shall be allowed eight hours ordinary time for such work. For similar work done during the night previous to any other public holiday, drivers shall be paid at overtime rates.

(b.) For work done on Sundays, Christmas Day, and Good Friday, other than attendance, drivers shall be paid at the rate of 3s. 8d. per hour. For work done on other holidays, other than attendance to horses, drivers shall be paid at the rate of 2s. 6d. per hour. The above payments shall be in addition to the weekly wage, with a minimum payment as for two hours' work.

*Overtime.*

5. For work done in excess of the hours herein prescribed drivers shall be paid at the rate of 2s. 6d. per hour. Overtime shall be booked to the nearest quarter-hour.

*Preference.*

6. (a.) If an employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union party hereto, and who shall not become a member thereof within fourteen days 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 9d. per week or 9s. 9d. per quarter.

*Term of Agreement.*

7. This agreement shall come into force as on and from the 14th March, 1923, and remain in force until the 13th March, 1924.

In witness whereof the parties have executed these presents.

The common seal of the Wellington City Corporation was hereto affixed in the presence of—

[SEAL.]

R. A. WRIGHT, Mayor.

W. H. BENNETT, Councillor.

JNO. R. PALMER, Town Clerk.

The common seal of the Wellington Motor-car, Horse-drivers, and Stable-attendants' Industrial Union of Workers was hereto affixed in the presence of—

[SEAL.]

J. J. SMITH, President.

A. PARLANE, Secretary.

JAMES McCREA, Member of Union.

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.