

(4228.) SOUTH AUCKLAND DISTRICT DRIVERS.—INTERIM 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 Motor and Horse Drivers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Hamilton—

Booth, T. B., painter.
 Clark, George E., and Sons, merchants.
 Clarke and Gray, aerated-water manufacturers.
 Clarkin and Simm, carriers.
 Dalgleish and McDonald, livery-stables.
 Ewan, T., contractor.
 Hamilton Furnishing Company.
 Hamilton Hardware Company, hardware-merchants.
 Hammond, J. E., and Co., hardware-merchants.
 Hardie, D., carrier.
 Hardware and Metal Stores, hardware-merchants.
 Harwood, C., carrier.
 Innes, C. L., and Co., brewers.
 Jury Bros., livery-stables.
 McGregor, D., carrier.
 McGregor, J., carrier.
 McKinder, G., carrier.
 Patton, W., carrier.
 Sanders and Williams, nurserymen.
 Shields, S., and Co., carriers.
 Turpin, R., contractor.
 Waikato Farmers' Supply Stores, merchants.
 Woodward, E., carrier.

Horiku—

Twidle, J., contractor.

Hamilton East—

Bastable, N., carrier.
 Clarkin, W., contractor.
 Clements, J., livery-stables.
 Cussen, L., brewer.
 Dowd, T., carrier.
 Grey and Menzies, aerated-water manufacturers.
 Grinter, W., contractor.
 Kelly, P., carrier.
 Lindsay and Schneider, coal-merchants, Claudelands.
 Mason, D., carrier.
 Mathieson, D., carrier.
 Metcalfe, J., carrier.
 Peebles, H., carrier.

Hamilton East—continued.

Petersen, G., contractor.
 Skelenars, M., carrier.
 Stocken, J. G., carrier.
 Taylor, J., carrier.
 Williams, F., carrier.

Frankton Junction—

Carroll, M., carrier.
 Farmers' Auctioneering Company, merchants.
 Frisken, T., carrier.
 Glover, R., baker.
 Green Bros., livery-stables.
 Hodder, W., carrier.
 Jebson, J., carrier.
 Jolly, F., contractor.
 Palmer, P. F., ironmonger.
 Renner, W. J., contractor.
 Silvester, B., carrier.
 Waikato Motor Company (L. Horne), motor-bus proprietors.

Cambridge—

Browning, Dick, and Co., merchants.
 Clark, G. E., and Sons, merchants.
 Cox, C., contractor.
 Crouther and Bell, livery-stables.
 Eastwood, W., carrier.
 Fogarty, P., carrier.
 Jarrett, J., jun., contractor.
 Marsh, B., carrier.
 Pallersen, T., carrier.
 Palmer, E., carrier.
 Pike, H., carrier.
 Rutter, P., carrier.
 Souter and Co., merchants.
 Speight, Pearse, Nicoll, and Davys, coal-merchants.
 Summers, J. G., carrier.
 Wells, T., merchant.

Morrinsville—

Agnew, J., contractor.
 Gummer, C., draper.
 Humphreys Bros., timber-workers.
 Johansen, E., contractor.
 Miller and Hackett, livery-stables and carriers.
 Padlock, J., contractor.
 Stanley, C., contractor.
 Thompson and Gwillim, livery-stables and carriers.
 Valler, H., carrier.

Ohaupo—

Farmers' Benefit Cash Store.
 Farmers' Supply Stores, merchants.
 Green and Colebrook, merchants.
 Urquhart Bros., carriers.

Te Awamutu—

Andrews, H., and Son, carriers.
 Finlay Bros., livery-stables and carriers.
 Merriweather, J., carrier.
 Rickitt, C. T., ironmonger.
 Sargent and McKeiver, carriers.
 Young, A., and Co., merchants.

Kihikihi—

Thompson Bros., livery-stables.

Huntly—

Cox, F., carrier.
 Friendship, F., carrier.
 Suttie, D., carrier.
 Wilson, D., plumber.
 Yates, A., carrier.

Taupiri—

Littlewood, F., contractor.
 McKinnon, J., contractor.
 Mason, C., contractor.
 Old, J., contractor.

Ngaruawahia—

Clayton, J., carrier.
 Jackson, F. T., carrier.
 Martin, F., livery-stables.
 Mellars, J., carrier.
 Moffatt, T., carrier.
 Moses, S., carrier.
 Roper, G., livery-stables.
 Thomas and Douglass, livery-stables.

Te Aroha—

Arthur, E., merchant.
 Baine, P., carrier.
 Gordon and Sweeney, livery-stables.
 Grey and Menzies, cordial-manufacturers.
 Kealy, E., carrier.
 Redgrave and Kirby, merchants.
 Robinson, J., carrier.

Waitoa—

Johnson, A. J., carrier.
 Wallace and Co., carriers.

Bakers.

Billinger, J., Cambridge.
 Boyce, C., Cambridge.
 Bruce, E. A., Te Aroha.

Bakers—continued.

Cavanagh Bros., Ngaruawahia.
 Dickens, F., Cambridge.
 Emsley, J. G., Kihikihi.
 Faville, L., Hamilton.
 Fitzpatrick, T., Kihikihi.
 Gibson and Sons, Hamilton.
 Glass, G., Hamilton.
 Gleeson, C. M., Taupiri.
 Gleeson, S. and R., Huntly.
 Glover, R., Frankton Junction.
 Green and Colebrook, Huntly.
 Grigg, R., Hamilton.
 Inness, J., Morrinsville.
 Morrice, W., Morrinsville.
 Shand and Rust, Huntly.
 Spragg, R., Ngaruawahia.
 St. George, A., Hamilton.
 Sutherland Bros., Te Awamutu.
 Treweller, T., Te Aroha.

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 10th day of April, 1916, and shall continue

in force until the further order of the Court, subject nevertheless to the provisions of subsection (1) (d) of section 90 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 25th day of March, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Wages.

1. The minimum wages for drivers shall be as follows: For those driving and attending to one horse, £2 12s. per week; for those driving and attending to two or more horses, £2 16s. per week.

2. Casual drivers shall be paid at the rate of 1s. 3d. per hour for a driver driving and attending to one horse, and at the rate of 1s. 4½d. per hour for a driver driving and attending to two or more horses.

3. Overtime shall be paid for at the rate of 1s. 4½d. per hour.

General.

4. In all other respects the terms and conditions of the award made on the 2nd day of April, 1914, as recorded in Volume xv of the Book of Awards, page 193 (save and except clause 19 thereof), shall apply, and such terms and conditions shall be deemed to be incorporated into and form part of this award.

Term of Award.

5. This award shall come into force on the 10th day of April next, and shall continue in force until the Court shall alter or amend the same, power to do which of its own motion the Court hereby reserves to itself.

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 25th day of March, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

The Court is satisfied that the workers affected by this award are entitled to an increase in wages. It is therefore making an interim award in order to prevent unnecessary delay in making such increase operative in the district. The rate of wages now fixed and the general conditions of the award may be reviewed later by the Court after hearing evidence in other disputes affecting this industry now pending in other industrial districts.

T. W. STRINGER, Judge.