

(4392.) GISBORNE 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 Gisborne Drivers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

- Algy, H., grocer, Te Hapara, Gisborne.
- Allan, J. S., plumber, Gisborne.
- Anderton, A., carrier, Mangapapa, Gisborne.
- Attwood, W., carrier, Gisborne.
- Barry, D. J. (Limited), brewers, Gisborne.
- Bates, George, carrier, Gisborne.
- Bell Bros., grocers, Mangapapa, Gisborne.
- Bell Carrying Company, Gisborne.
- British Laundry, Gisborne.
- Brosnahan, J., contractor, Wainui, Gisborne.
- Burnand, W., carrier, Gisborne.
- Cassidy, J., carrier, Gisborne.
- Church, Cliff, grocer, Gisborne.
- Clare and Clare, Gisborne.
- Clark, R. H., food-supplier, Gisborne.
- Common, Shelton, and Co. (Limited), Gisborne.
- Coutts and Niven, carriers, Gisborne.
- Cox and Co., grocers, Gisborne.
- East, James, grocer, Gisborne.
- Erskine, J., baker, Gisborne.
- Findlay, W., caterer, Gisborne.
- Fryer and Co., bakers, Gisborne.
- Gavin, P., carrier, Gisborne.
- Gisborne Laundry, Gisborne.
- Gisborne Sheep-farmers' Company (carrying department).
- Good, N., carrier, Gisborne.
- Grant, A. and J., carriers, Gisborne.
- Gray, B., carrier, Gisborne.
- Gray, Fred, plumber, Gisborne.
- Greaves, S., carrier, Gisborne.
- Guthrie, J., contractor, Mangapapa, Gisborne.
- Hall, F., and Sons, plumbers, Gisborne.
- Halliwell, H., food-supplier, Gisborne.
- Harvey, A., carrier, Gisborne.
- Harwood, T., carrier, Gisborne.
- Hay, A. H., carrier, Gisborne.
- Hopps, A., carrier, Gisborne.
- Hyde, C. H., carrier, Gisborne.
- Kia Ora Dairy Company, Gisborne.
- Kirk, Archie, builder, Gladstone Road, Gisborne.
- Lowndes and Son, carriers, Gisborne.
- Lowry, E., carrier, Gisborne.

McCliskie, W., contractor, Mangapapa, Gisborne.
 McShane, R., carrier, Gisborne.
 Maher, P., carrier, Gisborne.
 Martin, H., aerated-water maker, Gisborne.
 Mitchell, T. A., carrier, Gisborne.
 Nichol, T. S., carrier, Gisborne.
 Oatridge, F. J., baker, Gisborne.
 O'Dowd, J., carrier, Gisborne.
 Okitu Butter-factory, Gisborne.
 O'Meara, W. A., merchant, Gisborne.
 Pirie, J., grocer, Gisborne.
 Poverty Bay Sash and Door Factory, Gisborne.
 Robb Bros., coal-merchants, Gisborne.
 Sargisson, P. W., carrier, Gisborne.
 Sceats, J., carrier, Gisborne.
 Schollum, A., carrier, Gisborne.
 Sealy, J., grocer, Gisborne.
 Smale, George, carrier, Gisborne.
 Smith Bros., aerated-water makers, Gisborne.
 Smith, George, builder, Gisborne.
 Smith, W. H., wool-scourer, Makauri, Gisborne.
 Strong, G., baker, Makaraka, Gisborne.
 Sugden, A., carrier, Gisborne.
 Teat and Friar, grocers, Gisborne.
 Tozer, H., carrier, Gisborne.
 Twigley and Marshall, bakers, Gisborne.
 Vautier, W., grocer, Gisborne.
 Wachsmann, A., carrier, Gisborne.
 Walsh, J. J., baker, Gisborne.
 Weston, J., carrier, Gisborne.
 Westport Coal Company, Gisborne.
 Whitfield, W., carrier, Gisborne.
 Yates and McPhail, grocers, Gisborne.

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, 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 21st day of August, 1916, and shall continue in force until the further order of this Court, subject nevertheless to the provisions of 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 11th day of August, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Wages.

1. The minimum wage 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 18th day of October, 1912, as recorded in Vol. xiii of the Book of Awards, page 769 (save and except clauses 17 and 19 thereof), shall remain in force, 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 21st day of August, 1916, 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 11th day of August, 1916.

T. W. STRINGER, Judge.