

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

(813.) OTAGO AGRICULTURAL AND GENERAL LABOURERS' AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and its amendments; and in the matter of an industrial dispute between the Otago Agricultural and General Labourers’ Industrial Union of Workers (hereinafter called “the workers’ union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Cowie Bros. ...	...	Millburn.
Haggart, Daniel ...	...	Wangaloa, Kaitangata.
Hamilton, Henry ...	...	Milton.
Hassett, Edward ...	...	”
Leonard and McKenzie ...	...	Hillend, Balclutha.
Leslie, Alexander ...	...	Glenledi, Milton.
Morrison, — ...	...	Lakeside, Kaitangata.
Newbigging Bros. ...	...	Milton.
Porter, Gibson ...	...	”
Smith and Son ...	...	Greenfield, near Lawrence.
Tough, John ...	...	Milton.
Whelan and Fallowfield ...	...	Taieri Beach.

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, and having from time to time until the date hereof duly extended the time for making this award, 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 1st day of November, 1904, and shall continue in force until the 1st day of November, 1906.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 22nd day of October, 1904.

FREDK. R. CHAPMAN, J., President.

THE SCHEDULE.

Hours of Labour.

1. The hours of labour shall be left to the discretion of the mill-owner, but he shall not, except in cases of emergency, require employees to work by lamplight or other artificial light.

Rates of Wages.

2. The wages shall be 9½d. per hour and found; or 1s. per hour, men finding themselves.

3. A band-cutter or feeder shall receive 1s. per hour.

4. Whenever chaff-cutters are employed other than during threshing, as mentioned in the next paragraph, they shall be paid for a minimum of two hours.

5. When chaff-cutters are employed during threshing, all the men are to be paid or other employment found.

General.

6. Wages-men who are required to be on duty to assist in shifting the mill from stack to stack or from camp to camp shall be paid at the above hourly rate for the time during which they shall be required to be on duty for such purpose.

7. Every driver shall give to any man his daily time on demand.

8. Subject to the conditions of this award, the employer shall retain the right to conduct his business and manage his property in such manner as he thinks best, and may make such rules not inconsistent with this award as may be reasonable to that end.

9. No employer shall, in the engagement or dismissal of his hands, discriminate against members of the union, nor in the conduct of his business do anything for the purpose of injuring the union, whether directly or indirectly.

10. There shall be no distinction between members of the union and non-members, and both shall work together in harmony and under the same conditions, and shall receive equal pay for equal work.

11. This award shall bind the parties hereto and all the threshing-mill owners hereafter entering into or carrying on business in the County of Bruce and the boroughs lying within its limits.

12. This award shall come into force on the 1st day of November, 1904, and shall remain in force until the 1st day of November, 1906, and thereafter shall remain in force until superseded by another award or an industrial agreement.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 22nd day of October, 1904.

FREDK. R. CHAPMAN, J., President.