

(4345.) OTAGO AND SOUTHLAND (WEST OF MOLYNEUX VALLEY)
TIMBER-YARDS AND SAWMILLS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland 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 Southland Timber-yards and Sawmills' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

- Southland Sawmillers' Industrial Union of Employers, Esk Street, Invercargill.
- Bates and Sons, Houipapa.
- Bates, G., Stewart Island.
- Bauchop and Co., Tokanui.
- Bird Bros., Invercargill.
- Broad, Small, and Co., Invercargill.
- Clutha Timber Company, Balclutha.
- Coussens, Peter, Tuatapere.
- Dawson and McKechnie, Ratanui.
- Field and Thomson, Tokanui.
- Gill and Co., Limehills.
- Glenham Timber Company, Glenham.
- Gorton Bros., Tuatapere.
- Gwynne, W., Tautuku.
- Halliday and Sons, Kamahi.
- Hamilton and Co., Tuatapere.
- Harrington and Wright, Tahakopa.
- Harrington Bros., Fairfax.
- Kahikatea Sawmilling Company, Hinahina.
- Kilkelly Bros., Lochiel.
- Latta, Matthew and Charles, Owaka.
- Laurinston Timber Company, Tahakopa.
- Leggatt and Campbell, Kahuiku, Catlin's.
- Lindsay and Dixon, Lady Barkley.
- Lyders, H., Tawanui.
- McCallum and Co., Clyde Street, Invercargill.
- McIntyre, John S., Orepuki.
- McKay, Donald, Tihaka.
- McLachlan Bros., Tahakopa.
- McPherson, A. and D., Dee Street, Invercargill.
- Marshall and Co., Limehills.
- Melvin Bros., Tokanui.
- Moffett and Co., Waikawa.
- More and Sons, Hekeia.
- Moss, H. F., and Co., Dunedin.

New Zealand Pine Company, Esk Street, Invercargill.
 Perry Bros., Wakapatu.
 Raymond, I. W., and Co., Esk Street, Invercargill.
 Robinson, Charles, Waimahaka.
 Sharp and Co., Tawanui.
 Smith, William, and Co., Invercargill.
 Southland Sawmilling Company, Spey Street, Invercargill.
 Southland Timber Company, Esk Street, Invercargill.
 Sutherland, W., George Road, Invercargill.
 Timpany Bros., Forth Street, Invercargill.
 Traill Bros. and Smithies, Riverton.
 Wallis, A. R., Tussock Creek.
 Wyndham Timber Company, Wyndham.

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 as from the 1st day of June, 1916, and shall continue in force until the 1st day of June, 1918, and thereafter as provided by 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 9th day of June, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. (a.) The hours of work shall be eight hours per day or forty-eight per week. The time for beginning work in each mill shall be in accordance with the practice observed by each employer at the date of the coming into operation of this award.

(b.) The foregoing limits of the working-hours shall not apply to any worker employed in getting up steam for the machinery in the mill of the employer, or in making the daily preparation for the ordinary daily work of the mill, but the periodical cleaning-out of boilers shall not be deemed to be part of such preparation.

(c.) Where any worker under this award is required to get up steam when starting work or to bank fires when ceasing work, and this involves his working more than forty-eight hours in any one week, he shall be paid the sum of 5s. for every week in addition to the wage hereinafter mentioned.

Overtime and Holidays.

2. (a.) Overtime shall be subject to the foregoing clauses, and shall be paid for at the rate of time and a quarter for time worked after the forty-eight hours hereinbefore provided.

(b.) Double time shall be paid for work done on the recognized holidays — namely, New Year's Day, Easter Monday, Christmas Day, and all Sundays.

(c.) If the overtime worked is for the purpose of repairing any breakdown in the machinery or appliances causing a stoppage of the mill the extra time required to effect the necessary repairs shall not be paid for at overtime or holiday rates, but at ordinary rates.

Under-rate Workers.

3. (a.) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b.) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c.) Notwithstanding the foregoing it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d.) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(e.) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Payment of Wages.

4. (a.) Wages shall be paid in cash at the mill not later than the seventh day of each calendar month, but if such seventh day shall fall on a Sunday or Monday then the wages shall be paid not later than the preceding Saturday.

(b.) A worker may by writing request that his wages may be paid otherwise than in cash, or elsewhere than at the mill, or to any person named by him, and until withdrawn by notice in writing such request may be acted upon by the employer and worker.

Posting Copy of Award.

5. The union shall have permission to post up and maintain a copy of this award or any part thereof in the mill or upon the mill property, and the employer shall not remove or interfere with such copy.

Termination of Engagement.

6. One day's notice of the termination of the services of any worker shall be given by the employer to the worker or by the worker to the employer, unless otherwise arranged, and all wages due shall be paid on production of certified time worked.

Accommodation.

7. Proper and sufficient hut accommodation shall be provided for all workers at the mills. Employers shall provide a grindstone for workers employed in the bush. All sawmills shall be equipped with an ambulance chest containing lint, bandages, splints, and antiseptics, and a printed card of instructions how to proceed in dealing with the more common and serious accidents.

Preference.

8. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within seven 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 6d. per week.

Minimum Wages.

9. The minimum rates of wages to be paid to workers shall be as follows:—

	Per Day.	
	s.	d.
(a.) To breast-bench sawyer who keeps two saws and top saw	11	6
(b.) To breast-bench sawyer who keeps one saw	11	0
(c.) To big-bench sawyer who keeps bottom and top saws	10	6
(d.) To breast-bench tailer-out	10	0
(e.) To big-bench assistant... ..	9	0
(f.) To first-class machinist who can and does make his own knives and irons	10	6
(g.) To second-class machinist who does not make his own knives and irons	9	6
(h.) To first-class certificated engine-driver	11	0
(i.) To second-class engine-driver	9	6
(j.) To hauling-engine driver	9	0
(k.) To qualified drivers of locomotives	10	6
(l.) To other engine-drivers not holding certificates	9	0
(m.) To leading bushman	10	6
(n.) Other bushmen	10	0
(o.) To shoemen	10	0
(p.) To stokers and brakemen	9	6
(q.) To log-trollymen and wagoners up to two horses	9	6
To trollymen and wagoners up to four horses	10	0
To trollymen and wagoners over four horses	10	6
Timber-trollymen 6d. per day less than the above rates.		
(r.) To blacksmiths	10	6
(s.) To leading tramwaymen	9	6
(t.) To other tramwaymen... ..	9	0
(u.) To slabmen	9	0
(v.) To yard-workers	9	0
(w.) To boys fourteen years of age	3	0
(An advance of 1s. per day to be made for every year over fourteen.)		
(x.) To tallymen (full time), £12 per calendar month. (The tallyman to be the man who is in charge of the yard.)		
(y.) To bullock-drivers	10	0

Scope of Award.

10. This award shall bind the parties hereto and all other sawmillers hereafter commencing business in the part of Otago and Southland lying to the westward of the Molyneux Valley or in Stewart Island.

Term of Award.

11. This award shall come into force as from the 1st day of June, 1916, and shall continue in force until the 1st day of June, 1918.

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 9th day of June, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendations of the Conciliation Council, which the parties agreed to accept.

T. W. STRINGER, Judge.
