

(4346.) OTAGO TIMBER-YARDS AND SAWMILLS EMPLOYEES.—
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 Otago Timber-yards and Sawmills' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Aburn and Sons, builders, Cumberland Street, Dunedin.

Adams and Cardno, timber-merchants, 149 Great King Street, Dunedin.

Alliance Box Company, 50 Castle Street, Dunedin.

Callender and McLeod, builders, Clarendon Street, Dunedin.

Carter, F., box-factory, Cumberland Street, Dunedin.

Clark, George, builder, 347 Princes Street, Dunedin.

Commercial Trading Company, Great King Street, Dunedin.

Crawford, R., and Co., builders, 345 King Street, Dunedin.

Davidson, R., and Son, sawmillers, Woodhaugh.

Dunedin City Tramways Department, Market Street, Dunedin.

Fletcher Bros., builders, Cameron Street, South Dunedin.

George. H. A., builder, 19A Filluel Street, Dunedin.

- Haddock, H. V. (Limited), sawmillers, Richardson Street, Dunedin.
- Hogg and Co. (Limited), sawmillers and timber-merchants, Roberts Street, Dunedin.
- Howison, C. M., and Son, timber-merchants, 97 Great King Street, Dunedin.
- Laidlaw and Gray, mantelpiece-factory, Willis Street, Dunedin.
- Lawrence and Sons, builders, 15 Walker Street, Dunedin.
- Love Bros., builders, Beach Street, Port Chalmers.
- Lyders, H., builder, 36 Anderson's Bay Road, Dunedin.
- McCallum and Co., sawmillers and timber-merchants, 117 Crawford Street, Dunedin.
- McGill and Sons, builders, 205 Moray Place, Dunedin.
- McLachlan and Wright, timber-merchants, Ward Street, Dunedin.
- Maoriland Timber Importing Company, Richardson Street, Dunedin.
- Marshall and Son, builders, Wynyard Street, South Dunedin.
- Millar's West Australian Hardwood Company, Willis Street, Dunedin.
- Moorse Manufacturing Company, 546 Anderson's Bay Road, Dunedin.
- Parkinson, William, builder, 24 Bowen Street, St. Kilda.
- Ramsay, Keith, timber-merchant, Rattray Street, Dunedin.
- Reid and Gray, implement-manufacturers, 377 Princes Street, Dunedin.
- Ross, William, builder, Cargill Road, South Dunedin.
- Scott, J., woodware-factory, Great King Street, Dunedin.
- Sime Bros., sawmillers, Waitati.
- Simpson, G., and Co., builders, 19 Police Street, Dunedin.
- Southland Sawmilling Company, St. Andrew Street, Dunedin.
- Stewart, A. C., builder, 38 City Road, Roslyn.
- Union Steamship Company, Port Chalmers.
- Wood and McCormack, builders, 67 Albany Street, Dunedin.

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 3rd day of July, 1916, and shall continue in force until the 22nd day of November, 1917, 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 22nd day of June, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work shall be forty-four per week, made up as follows: Eight hours on five days and four hours on Saturdays.

Overtime and Holidays.

2. Overtime shall be paid for at the rate of time and a quarter for the first two hours and time and a half afterwards for all time worked on any one day beyond the time mentioned in clause 1 hereof, and time and a half for all time worked on any of the following days, which shall be considered to be holidays: New Year's Day and the day following, Easter Monday, King's Birthday, Labour Day, and Boxing Day. Double time shall be paid for all work done on Sundays, Good Friday, and Christmas Day.

Wages.

3. First sawyer (the man who sharpens, sets, and keeps in repair his saw, but hammering the saw shall not be deemed to be included), 1s. 5d. per hour.

Other sawyers, 1s. 3d. per hour.

Tailers-out (if over the age of twenty-one years), 1s. 1½d. per hour.

First-class machinist (a "first-class machinist" is a man who is competent to and whose duty it is to put together, and if necessary repair, the different parts of woodworking machinery, and in the case of planing and moulding machines to make such moulding-irons and other cutters as may be required, and generally to direct and supervise the working operations of the various machines under his control), 1s. 6d. per hour.

Second-class machinist (a "second-class machinist" is a man who is competent to and whose duty it is to set a machine and to grind the knives and keep his machine in good running-order), 1s. 3d. per hour.

Other workers at machines (not included in the above), 1s. 1½d. per hour.

Head yardmen (a "head yardman" is an employee who is in charge of the loading of trucks, wagons, carts, &c., and who measures and superintends the delivery of timber, and who is in charge of the yard and to whose orders the other men in the yard are bound to conform), £3 3s. per week.

Ordermen (an "orderman" is a man who is engaged in getting out orders and returning the tallies of such orders to the office), £2 15s. per week.

Yard, mill, and factory labourers, 1s. 1½d. per hour.

Wood-turners, 1s. 4½d. per hour.

Spoke-turners and spoke-finishers, 1s. 3d. per hour.

Sash and door hands, 1s. 3½d. per hour.

Notwithstanding the above rates the lowest rate payable under this clause during the continuance of the war shall be 1s. 2½d. per hour.

Employment of Youths.

4. Employers may employ youths at not less than the following rates of wages per week: Under seventeen years of age, 15s.; seventeen to eighteen years of age, £1; eighteen to nineteen years of age, £1 5s.; nineteen to twenty years of age, £1 10s.; twenty to twenty-one years of age, £1 15s.

Youths employed as Wood-turners.

5. (a.) All lads and youths employed at wood-turning shall be considered apprentices to that trade. Every such lad or youth shall serve as an apprentice for five years before receiving a certificate of competency, and an employer shall be bound to give such a certificate in a proper case. Time already served before the coming into operation of this award shall count. Every youth or lad shall be allowed three months' probation prior to commencing to serve, such probation to be reckoned as part of the period of five years if the lad or youth shall be permanently engaged as an apprentice. One apprentice only shall be allowed to every two or fraction of two journeymen wood-turners, the calculation to be based on the full-time employment of the journeymen employed during the previous three months.

(b.) The wages to be paid to youths or lads employed as apprentices to wood-turning shall be as follows: First year, 10s. per week; second year, 15s. per week; third year, £1 per week; fourth year, £1 5s. per week; fifth year, £1 10s. per week. Apprentices may continue to work in the same shop in which they have served their apprenticeship for one year only at a minimum rate of 1s. 1½d. per hour.

General Clauses.

6. If an adult worker has been employed for a period of six months then a week's notice to be given by either side. Casual labourers may be taken on day by day or hour by hour.

7. The wages hereinbefore prescribed for adult workers are to be calculated at per day of eight hours.

8. The wages hereinbefore prescribed for youths up to the age of twenty-one years shall be deemed to be weekly wages, and no deduction shall be made for time lost through holidays hereinbefore mentioned or for any other cause than the personal default of the worker. A week's notice of the termination of the engagement shall be given by either side.

Under-rate Workers.

9. (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.

Preference.

10. (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 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 6d. per week.

(c.) Whenever an employer shall employ any worker who is not a member of the union he shall within twenty-four hours thereafter give notice in writing to the secretary of the union.

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

Dunedin City Corporation Tramways Department.

11. The conditions and rates of pay contained in this award shall only apply to the machinists employed in the Dunedin City Corporation's Tramway Department during the time such employees are actually engaged on machine-work.

Exemptions.

12. (a.) The Union Steamship Company of New Zealand (Limited) shall pay not less than the wages fixed by this award for any work coming within the scope of this award, and shall pay the overtime rates prescribed for any work done by any worker in excess of forty-four hours in any one week, and shall pay the rates herein prescribed for any work done on Sundays or on any of the holidays herein mentioned.

(b.) In all other respects the said company is exempted from the operation of this award.

Term of Award.

13. This award shall come into force on the 3rd day of July, 1916, and shall continue in force until the 22nd day of November, 1917.

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 22nd day of June, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

At the hearing of this dispute it was sought by the union to alter the classification of certain workers, but the Court was not satisfied that any departure from the existing classification, which has been in existence for many years, was necessary or desirable. It has therefore continued the existing classification, and has brought the wages into conformity with those fixed in similar awards in other districts.

T. W. STRINGER, Judge.
