

**(4357.) CENTRAL CANTERBURY (BETWEEN RAKAIA AND RANGI-TATA RIVERS) TIMBER-YARDS, SAWMILLS, AND COAL-YARDS EMPLOYEES.—AWARD.**

In the Court of Arbitration of New Zealand, Canterbury 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 Canterbury Timber-yards, Sawmills, and Coal-yards Employees' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

Argyle, J., Ashburton.

Ashburton Gas, Coal, and Coke Company (Limited), Ashburton.

Church Bros., Allenton, Ashburton.  
 Collins and Co., Ashburton (head office).  
 Collins and Co., Rakaia.  
 Collins and Co., Tinwald.  
 Cunningham, D., Ashburton.  
 Doak, W. T., Mount Somers.  
 Fitzgerald Bros., Allenton, Ashburton.  
 Gibbs and Co., Hinds.  
 Mushet, J. H., Tinwald.  
 Oliver, J. W., Green Street, Ashburton.  
 Smith and Co., Methven.  
 Smith Bros., Ashburton.  
 Stewart, J., Chertsey.  
 Tuckers Limited, Ashburton.

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 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 24th day of June, 1916.

T. W. STRINGER, Judge.

## SCHEDULE.

*Hours of Work.*

1. The hours of workers other than carters shall be forty-five per week. The working-hours shall commence at 8 a.m., and eight hours shall be worked on five days of the week, with five hours on the day of the weekly half-holiday.

*Overtime.*

2. Overtime for all workers shall be paid for at the rate of time and a quarter for the first two hours and time and a half thereafter, and shall be calculated day by day. Work done on Christmas Day, Good Friday, and Sundays shall be paid for at double rates. Work done on any of the other holidays shall be paid for at the rate of time and a half, and all such payments shall be in addition to the ordinary wages where a weekly wage is fixed.

*Holidays.*

3. The recognized holidays shall be: New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Ashburton Show Day, Anniversary Day (if observed as a public holiday), Christmas Day, and Boxing Day.

*Minimum Rates of Wages.*

4. (a.) The following shall be the minimum rates of wages to be paid in sawmills and factories: First-class machinists, 1s. 5d. per hour (a "first-class machinist" is a worker 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 moulding-machines to make such moulding-irons or other cutters as may be required, and generally to direct and supervise the working operations of the various machines under his control); second-class machinists, 1s. 3d. per hour (a "second-class machinist" is a worker who is competent to and whose duty it is to set a machine and grind the knives, to throw in or out of gear the driving or feed belts, and by proper use of the oil-can to keep his machine in good running-order); other workers at machines over the age of twenty-one years who are not included in one or other of the above definitions, 1s. 1½d. per hour; first sawyer (the worker who sharpens, sets, and keeps in repair his saws), 1s. 5d. per hour; other sawyers, 1s. 3d. per hour; tailers-out, if over the age of twenty-one years, 1s. 1½d. per hour.

(b.) The following shall be the minimum rates of wages to be paid to men employed in timber and coal yards: Head yardman, £3 3s. per week ("head yardman" is a worker employed continuously in the yard during the time it is open for business, and who supervises and controls the work of other employees in the yard, and whose orders other men in the same yard are bound to conform to); ordermen, £2 15s. per week (an "orderman" is a

worker employed in a yard whose chief duty it is to attend to customers and to execute orders from the office or from the head yardman); all other workers in the yard over the age of twenty-one years, £2 10s. per week (this shall include men in the coal-yards who are employed filling coal and loading drays in execution of orders from the office, or the head yardman, or from customers); casual labourers, 1s. 2½d. per hour (a "casual labourer" is one who is employed for less than six consecutive days for the full period of time ordinarily worked on each day). Sawyers in coal-yards shall be paid not less than 1s. 2d. per hour.

(c.) It is agreed between the parties hereto that during the continuation of the war the lowest hourly rate of wages shall be, under clauses 4 and 5, 1s. 2½d. per hour, and where weekly wages are paid the lowest weekly rate of wages shall be £2 12s. per week.

#### *Employment of Youths.*

5. 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.

#### *Terms of Engagement.*

6. In the case of workers other than casual hands a week's notice of dismissal or of resignation shall be given by the employer or the worker, but this shall not prevent any employer from dismissing any worker for good cause. All workers except casual workers shall be paid for holidays named in clause 3 of this award.

#### *Payment of Wages.*

7. Wages, including overtime, shall be paid weekly or fortnightly on a day to be from time to time fixed in advance by the employer.

#### *Under-rate Workers.*

8. (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.*

9. (a.) If any employer shall hereafter engage any worker other than a youth 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.

#### *Exemptions.*

10. All sawmillers engaged in cutting plantation timber shall pay not less than the following wages: Sawyers, 1s. 5d. per hour; other workers, 1s. 3½d. per hour. They shall be exempt from ordinary overtime rates, but not from holiday overtime rates.

#### *Duties, Wages, and Conditions of Carters.*

11. (a.) It shall be part of the ordinary duties of a carter to assist when required in loading and unloading his employer's vehicles, and his employer may employ him at other than carting-work for the purpose of filling in time.

(b.) The minimum wages for carters shall be as follows: For those driving and attending a single horse, £2 12s. per week; for those driving and attending two or more horses, £2 16s. per week. These wages shall extend to and shall cover attendance to horses on Sundays, week-days, and holidays.

(c.) The hours of work for carters shall not exceed forty-five in any one week, with eight hours for necessary attendance to

horses. Any time worked in any one week in excess of these hours or for more than nine hours, exclusive of stable attendance, on any one day or after 1 p.m. on Saturday shall be considered overtime.

(d.) Clauses 2 and 3 of this award shall apply to carters.

(e.) The Court reserves to itself power to amend or vary all or any of the foregoing provisions of this clause in the event of an award being made during the currency of this award varying the existing wages or conditions of drivers in the district.

*Matters not provided for.*

12. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or the president of the union, and in default of any agreement being arrived at then such dispute shall be referred to the local Inspector of Awards, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Inspector of Awards, may appeal to the Court upon giving notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

*Scope of Award.*

13. The operation of this award is limited to that part of the industrial district lying between the Rakaia and Rangitata Rivers.

*Term of Award.*

14. 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 24th day of June, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies the recommendations of the Conciliation Council, which the parties agreed to accept. It was agreed that the Drivers' award now under consideration of the Court should be embodied in this award so far as applicable. As, however, the Court has not yet been able to finally settle the terms of the Dominion award for drivers, it has introduced into this award provisions with regard to drivers connected with the industries affected similar in terms to the interim awards made with respect to drivers generally, reserving power to revise these provisions later on.

T. W. STRINGER, Judge.