

(4455.) SOUTH CANTERBURY 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 South 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") :—

Adams, Samuel J., timber and coal merchant, Waimate.

Andrews, W. B., builder, Pleasant Point.

Baird and Son, builders, Wellington Street, Timaru.

Barret, W., coal-merchant, Winchester.

- Beach, Charles, coal-merchant, Victoria Street, Timaru.
 Betten, B., and Co., builders, Waimate.
 Blyth, James, timber-merchant, Temuka.
 Bolton, George, coal-merchant, Waimate.
 Broadhead, John, builder, Maori Hill, Timaru.
 Brown, Elizah, timber and coal merchant, Temuka.
 Campbell, Peter, coal-merchant, Church Street, Timaru.
 Canterbury Farmers' Co-operative Association, coal-mer-
 chants, Timaru, Geraldine, Waimate, Fairlie, Studholme.
 Carlton Bros., coal-merchants, Sophia Street, Timaru.
 Cowles, Richard, coal-merchant, North Street, Timaru.
 Cranston and Glue, builders, Sophia Street, Timaru.
 Crawford, E. A., coal-merchant, Hayes Street, Timaru.
 Cross, J., coal-merchant, Temuka.
 Cunningham, David, builder, North Street, Timaru.
 Dodd, Henry R., coal-merchant, Glen-iti.
 Donald, J., builder, Raymond Street, Timaru.
 Gaarder, W., coal-merchant, Morven.
 Hill, J. T., coal-merchant, 39 King Street, Timaru.
 Hunt, John, coal-merchant, Waimate.
 Jackson, John, and Co. (Limited), sawmillers, timber and
 coal merchants, &c., Stafford Street, Timaru.
 Lienert, E. T., coachbuilder, Pleasant Point.
 Logan and Son, coal-merchants, Barnard Street, Timaru.
 Logan, E. H., coal-merchant, Geraldine.
 McGettigan, John, and Martin, coal-merchants, High Street,
 Timaru.
 McInnes, D., builder, Temuka.
 Mason, W., coal-merchant, Orari.
 Mee, John, and Son, coal-merchants, Strathallan Street,
 Timaru.
 Meehan, J., coal-merchant, Makikihi.
 Menzies, John, builder, Waimate.
 Morrison Bros., timber and coal merchants, Geraldine.
 Murdoch, John, timber-merchant, 158 Stafford Street,
 Timaru.
 National Mortgage and Agency Company, coal-merchants,
 &c., Timaru, Geraldine, Waimate.
 Petrie and McDougall, builders, Bank Street, Timaru.
 Phillip, W., coal-merchant, Winchester.
 Pilkington and Co., coal-merchants, Albury.
 Powell, J. C., coal-merchant, North Street, Timaru.
 Pringle, T., builder, North Street, Timaru.
 Pugh, R., coal-merchant, St. Andrew's.
 Russell, A., coal-merchant, Temuka.
 Scarfe, H. C., coal-merchant, Stafford Street, Timaru.
 Scott, J., coal-merchant, Woodbury.
 Scott, John, sawmiller, Geraldine.

- Sherratt and Co., coal-merchants, Geraldine.
 Sherratt, T., coal-merchant, Geraldine.
 Shillito Bros., sawmillers and builders, Le Cren Street,
 Timaru.
 South Canterbury Education Board, Arthur Street, Timaru.
 Timaru Coal Merchants' Association, Stafford Street,
 Timaru.
 Wallace, F. L., and Son, Maori Hill, Timaru.
 Watson, William, coal-merchant, Pleasant Point.
 Westland Timber and Coal Company, sawmillers, timber-
 merchants, &c., Hayes Street, Timaru.
 Westport Coal Company, coal-merchants, Fraser Street,
 Timaru.
 Whyte, J. H., coal-merchant, Church Street, Timaru.
 Wiloe, John, coal-merchant, Waimate.

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 July, 1916, and shall continue in force until the 1st day of July, 1918, or until three months after the cessation of the present European war, whichever shall first happen.

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 2nd day of October, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. (a.) The hours of work for workers other than carters shall be forty-five per week, and shall be from 8 a.m. to 12 noon and from 12.48 p.m. to 5 p.m. on five days of the week, and from 8 a.m. to 12 noon on the day of the recognized half-holiday, provided that such alteration in the time of starting and leaving off work may be made to suit the lighting requirements as may be mutually agreed upon between the employer and the worker.

(b.) The hours of work for carters in timber and coal yards shall be as follows: A week's work shall be forty-five hours, exclusive of the time required for the necessary stable attendance to horses and the time occupied in going to and returning from work. The working-hours shall be regulated according to the requirements of each employer's business. This subclause shall apply only to the towns of Timaru, Waimate, and Temuka.

Overtime.

2. Overtime for all workers shall be paid at the rate of time and a quarter for the first two hours and time and a half afterwards, and shall be calculated day by day. Work done on Christmas Day, Good Friday, and Sundays shall be paid for at double rates, and work done on any of the other holidays shall be paid for at the rate of time and a half, provided always that work required to be done to repair the breakdown of the mill shall be paid for at the ordinary rates. In the case of weekly wages, where workers are required to work on any of the recognized holidays where time and a half operates they shall be paid at the rate of half a day's pay extra; where double pay operates they shall be paid at the rate of one day's pay extra.

Holidays.

3. (a.) The recognized holidays shall be New Year's Day, 2nd January, Good Friday, Easter Monday, Labour Day, Christmas Day, Boxing Day, and the birthday of the reigning Sovereign.

(b.) Should any additional holiday be proclaimed and observed by workers the employers may employ them upon the ordinary half-holiday in that week without extra payment.

Wages.

4. The following shall be the minimum wages to be paid to workers in sawmills and factories, &c. :—

(a.) First-class machinists, 1s. 6d. per hour. (A "first-class machinist" is a worker who works a moulding-machine or a shaper; he shall be able to grind and put into shape any cutter necessary for his work.)

- (b.) Second-class machinists, 1s. 3½d. per hour. (A "second-class machinist" is a worker whose duty is to set a machine, to grind plain surface-cutters, to feed machines, and to keep the same in good working-order.)
- (c.) Sawyers to be paid 1s. 4½d. per hour.
- (d.) Tailer-out, 1s. 2½d. per hour.
- (e.) Youths in mill or factory: Fifteen to sixteen, 12s. 6d. weekly; sixteen to seventeen, 17s. 6d. weekly; seventeen to eighteen, £1 5s. weekly; eighteen to nineteen, £1 10s. weekly; nineteen to twenty, £1 15s. weekly.
- (f.) "Factory" means an establishment where joinery and general woodwork is manufactured and the woodworking machinery is kept.

Wages for Carters.

5. The wages for carters in timber and coal yards shall be as follows: For those driving and attending one horse, £2 12s. per week; for those driving and attending two or more horses, £2 16s. per week. Any carter in charge of one or more horses who is employed at other work than carting shall be paid at overtime rates for attending to horses. No youths shall be employed as carters.

Wages—Yardmen, Labourers, &c.

6. The wages for yardmen and others shall be as follows:—
- (a.) Head yardman, £3 3s. per week. (A "head yardman" is a worker who is in full control of a coal or timber yard, and superintends the receiving and delivering of stock and orders.)
- (b.) Orderman, £2 15s. per week. (An "orderman" is a worker who is in charge of loading and unloading drays, trucks, or wagons, and who measures timber or weighs coal and makes up orders from instructions given him by the head yardman or from the office, and whose duty also shall be to attend to customers.)
- (c.) Yard-labourers who are employed in timber and coal yards as stackers, sorters, or general labourers, £2 12s. per week.
- (d.) Casual labourers are labourers who are employed at irregular periods for less than six consecutive days for the full period of time each day, 1s. 2½d. per hour.
7. The joiners and apprentices employed in a carpenter's and joiner's workshop shall be allowed to use all machines in a joiner's shop; those working moulding-machines to be paid sawmill-award rates.

General.

8. No deduction shall be made from any weekly wage fixed by this award for holidays or any other cause except for time lost by the worker's own fault or through the illness of a worker.

9. Wages shall be paid weekly or fortnightly, and in all cases where weekly wages are provided a week's notice of termination of engagement shall be given by either party, or one week's wages to be paid or forfeited in lieu of such notice.

10. Work done on the recognized half-holiday in any week in which an award holiday occurs shall be paid for at ordinary rates.

Preference.

11. (a.) In the event of any employer hereinafter engaging any worker who shall not be a member of the union, and who within two weeks after his engagement shall not become a member of the union, the employer shall dismiss such worker from his service if required 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 if and only so long as the rules of the union shall permit any person 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 or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

No Discrimination against Unionists.

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

Under-rate Workers.

13. Any worker who considers himself incapable of earning the minimum wage herein prescribed may be paid such less wage as may from time to time be agreed upon in writing between any employer and the worker and the secretary or the president of the union, and, in default of such agreement being made within twenty-four hours after such worker shall have applied in writing to the secretary of the union stating that he desires that such wage shall be agreed upon, as shall be fixed in writing by the Inspector of Awards, Timaru, upon the application of such worker after twenty-four hours' notice in writing to the secretary of the union. The secretary of the union and the employer shall be entitled to be heard on such application. Any worker whose wages shall have been so fixed may work and be employed for such less wage for the period of six calendar months thereafter.

Scope of Award.

14. This award shall apply only to employers carrying on business in this industrial district south of the Rangitata River.

Matters not provided for.

15. 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 president of the union.

Term of Award.

16. This award shall come into force as from the 1st day of July, 1916, and shall continue in force until the 1st day of July, 1918, or until three months after the cessation of the present European war, whichever shall first happen.

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 2nd day of October, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendations of the Conciliation Council, which the parties agreed to accept. At the hearing the Court, with the consent of the representatives of the parties, fixed the term of the award for a definite period in order to comply with the provisions of the Act. The indefinite term agreed on by the parties has been left as an alternative term.

T. W. STRINGER, Judge.
