

(8084.) SOUTHLAND 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 Southland Timber-yards and Sawmills' Industrial Union of Workers (hereinafter called "the union ") and the undermentioned persons, firms, and companies (hereinafter called "the employers ") :—

Andrew Bros., Tahakopa.
Aurora Creek Timber Company (limited), Kahuika.
Ballantyne, H. A., Kahuika.
Bauchop, Robert, Tokanui.
Birch and Co., Papatotara.
Birch Grove Sawmilling Company, Tuatapere.
Bird and Thomson, Sawmillers, Ōtautau.
Bird Bros., Waikawa.
Birss and Calder, Pukemaori.
Bridgman Bros., Fortification.
Broad, Small, and Co., Invercargill.
Clifden Sawmilling Company, Clifden.
Clutha Timber Company, Balclutha.
Dandy and Co., Hokonui.
Dart Sawmilling Company, Glenorchy.
Dryden, W. A., and Sons, Owaka.
Duncan and Son, Waikawa.
Ermedale Sawmilling Company, Fairfax.
Glencoe Sawmilling Company, Hedgehope.

Glenorchy Sawmilling Company, Glenorchy.
 Goss and Co. (Limited), Ratanui.
 Gray and Carruthers, Sawmillers, Tawanui.
 Hagan and Sims, Spar Bush.
 Halliday and Sons (Limited), Waitane, via Mataura.
 Hamilton and Co., Tuatapere.
 Hamilton and Cook, Tuatapere.
 Hogg and Co. (Limited), Dunedin.
 Houipapa Sawmilling Company, Houipapa.
 Kean Bros., Puketiro.
 Kilkelly Bros. (Limited), Esk Street, Invercargill.
 Latta Bros., Papatowai.
 Laurinston Timber Company (Limited), Tahakopa.
 Leggat and Campbell, Tahakopa.
 Lindsay and Dixon, Limehills.
 McCallum and Co., Clyde Street, Invercargill.
 McIntyre, John S., Orepuki.
 McKay and Co., Sawmillers, Hekeia.
 McLauchlan, William, Tahakopa.
 MacPherson, A. and D., Federal Buildings, Dee Street, Invercargill.
 Marlborough Timber Company (Limited), Mussel Beach, Port Craig.
 Marshall and Gill, Otapiri.
 Moncur and Tobin, Private Bag, Dunedin.
 More and Sons (Limited), Hekeia.
 Murihiku Sawmilling Company, Hokonui.
 New Zealand Pine Company, Esk Street, Invercargill.
 Otautau Timber Company (Limited), Esk Street, Invercargill.
 Poole, George, Yarrow Street, Invercargill.
 Pope and Co., Niagara.
 Port Craig Timber Company (Limited), Tweed Street, Invercargill.
 Rakiura Sawmilling Company, Maori Beach, Half-moon Bay, Stewart Island.
 Sharp, A., Tawanui.
 Smith, William, and Co. (Limited), Invercargill and Waihoaka.
 Southland Sawmilling Company, St. Andrew Street, Dunedin.
 Sutherland Bros., Te Tua.
 Trail Bros. and Smythies (Limited), Riverton and Fortification.
 Tyson and Wilson, Sawmillers, Tawanui.
 Waiau Timber Company (Limited), Tuatapere.
 Waipohatu Sawmilling Company (Limited), Takanui.
 Whitaker and Piercey, Tokanui.
 White Bros., Maclellan.
 Wright, Watson, and Harrington, Tahakopa.
 Young and Ritchie, Tahakopa.

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 a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided, and shall continue in force until the 1st day of December, 1925, 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 affixed, and the Judge of the Court hath hereunto set his hand this 13th day of February, 1925.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work shall be eight hours per day, or forty-eight per week. The time for commencing work in each mill shall be in accordance with the practice observed by each employer at the date of the coming into force of this award : Provided, however, that it shall be competent for the union and an employer to agree as to working-hours daily to allow for a half-day's holiday in each week.

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 half for time worked after 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, Labour 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.

Wages.

3. (a.) The minimum rates of wages to be paid to workers shall be as follows:—

	Per Day.	
	s.	d.
Breast-bench sawyer who keeps two saws and top saw ..	19	10
Breast-bench sawyer who keeps one saw	19	0
Breast-bench sawyer keeping no saws	17	0
Big-bench sawyer who keeps bottom and top saws ..	15	6
Breast-bench tailer-out	16	0
Big-bench assistant	14	6
First-class machinist who can and does make his own knives and irons	16	6
Second-class machinist who does not make his own knives and irons	15	6
First-class certificated engine-driver	16	10
Second-class engine-driver	15	10
Hauling-engine driver (two hours' wages to be paid for getting up steam when mill does not work)	14	6
Qualified drivers of locomotives	15	10
Other engine-drivers not holding certificates	14	6
Leading bushmen	17	6
Other bushmen	16	6
Shoemen	17	6
Assistant shoemen	15	6
Stokers and brakesmen	14	6
Log trolley-men and wagoners who feed and attend up to four horses	16	6
Trolley-men and wagoners, over four horses	17	0
Timber-trolley-men, 6d. per day less than the above rates.		
Blacksmiths	16	0
Leading tramway-men	15	6
Other tramway-men	14	6
Slabmen	14	6
Yard-workers	14	6

						Per Day.	
						s.	d.
Boys, fourteen years of age (an advance of 1s. per day to be made for every year over fourteen)						7	0
Dockers and crosscutters						15	0
Tallymen (full time, monthly wage) (the tallyman shall be the man who is in charge of the yard)—£4 16s. per week.							
Pacific-bench sawyer .. .. .	..	..	..	..	..	17	0
Setters .. .. .	..	..	..	..	..	15	0
Dogger .. .. .	..	..	..	..	..	14	8
Turner-down .. .. .	..	..	..	..	..	14	8
Head rigger .. .. .	..	..	..	..	..	17	6
Head breaker-out .. .. .	..	..	..	..	..	17	6
Other riggers and breaker-outs .. .. .	..	..	..	..	..	16	6
Aerial engine-driver .. .. .	..	..	..	..	..	18	0
Aerial log-loaders .. .. .	..	..	..	..	..	15	6
Engineer and millwright .. .. .	..	..	..	..	..	17	8
All other workers .. .. .	..	..	..	..	..	14	6

(b.) Employers may engage machine-feeders, yard, slab, sawdust, and shaving men who are inexperienced at the work at 12s. 6d. per day for a period not exceeding two months.

(c.) Where an engine-driver or fireman is required to get up steam in the morning or to bank his fires at night, and this involves working beyond forty-eight hours per week, he shall be paid the sum of 6s. per week for such work in addition to the aforesaid wages.

Payment of Wages.

4. (a.) All wages shall be paid in cash twice monthly. The first payment shall be for a period of two weeks, and the second payment shall be for the remainder of the calendar month. Five days only shall be allowed to an employer to make up pay-sheets and pay out wages after the expiration of each period.

(b.) If a majority of the workers at any mill request, by ballot conducted by the secretary of the union and the employer, that wages be paid at other intervals than those provided in subclause (a) hereof, the employer may act in accordance with such request.

(c.) Where the employment is terminated the worker shall be paid all wages due at the expiration of the notice, as provided in clause 5 hereof. Such payment may be made by cheque.

(d.) A worker may, by writing, request that his wages 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 the worker.

Termination of Employment.

5. (a.) Twenty-four hours' notice of the termination of the service of any worker shall be given by the employer or the worker to the employer, unless otherwise arranged; and all wages shall be paid in

full at the time of the worker ceasing work, or on production of certificate of time worked, if paid at the town office.

(b.) If any undue delay occurs in the payment of wages due, waiting-time shall be paid for at ordinary rates.

Preference.

6. (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 this 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 a worker who is not a member of the union, he shall within seven days thereafter notify the union's representative at the mill to that effect.

Under-rate Workers.

7. (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 Awards 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.

Accommodation.

8. (a.) 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.

(b.) Where necessary a shower-bath and facilities for drying clothes shall be provided.

Posting Copy of Award.

9. 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.

No Deduction of Wages.

10. Any worker who is at present receiving a higher wage than herein provided shall not have his wages reduced.

Travelling-time.

11. When men are engaged to perform work over one mile from the mill, then such men shall travel one way in the employer's time, except in cases where the employer provides a means of conveyance for the men free of charge, or where a bush camp is provided for the men by the employer.

Disputes.

12. Any dispute in connection with any matter not provided for in this award shall be settled by a committee of six, three appointed by the Southland sawmill-owners and three appointed by 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 dissatisfied with the decision of the Inspector of Awards may appeal to the Court upon giving written 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. This award shall bind the parties thereto, and all sawmillers hereafter commencing business in the part of Otago lying to the westward of the Molyneux or in Stewart Island.

Term of Award.

14. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of December, 1924, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 1st day of December, 1925.

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 13th day of February, 1925.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

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

[L.S.]

F. V. FRAZER, Judge.
