

## CANTERBURY INDUSTRIAL DISTRICT.

(10330.) NORTH 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, 1925; and in the matter of an industrial dispute between the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Alborn, V., 7 Riccarton Road, Riccarton  
Alexander, J., 160 Lincoln Road, Spreydon  
Archibald, J., 126 Ferry Road, Christchurch  
Ashburton Borough Council, Firewood Depot, Ashburton  
Ashburton Gas, Coal, and Coke Co., Tanced Street, Ashburton  
Bettle, A. C. B., Heathcote  
Blackwells Ltd., Rangiora and Kaiapoi  
Bott, H., 231 Colombo Street, Christchurch  
Bristowe, A. E., corner of Canon Street and Caledonian Road, Christchurch  
Brown, A., 357A Lincoln Road, Lower Riccarton  
Brown, D., 176 Huxley Street, Christchurch  
Brown, J., 475 Worcester Street, Christchurch  
Builders' Timber Co., 44 Riccarton Road, Christchurch  
Buist, J., 1 Patton Street, Avonside, Christchurch  
Bull, T. W., Darfield  
Burke, P., and Co., Wordsworth Street, Christchurch  
Butler Timber Co., Mandeville Road, Riccarton  
Buxton, Joseph, 76 Seaview Road, New Brighton  
Cairns, P. W., 459 Cashel Street, Christchurch  
Cane and Weavers, State Coal Depot, Christchurch  
Carter, F., and Sons, 411 Ferry Road, Christchurch  
Church Bros., Allenton, Ashburton  
Cleary and Belmer, 228 Waltham Road, Christchurch  
Cock, John, Ltd., 12 Papanui Road, Christchurch  
Collins, W. H., and Co., Ltd., Ashburton, Rakaiia, and Tinwald  
Comyns, R. W., East Oxford  
Cooke, T., Seaview Road, New Brighton  
Cooper, A. W., Main Road, Redcliffs

- Cooper, J., 56 Montreal Street, Christchurch  
 Cranford Coal Co., 153 Cranford Street, St. Albans  
 Cummins, J., 67 North Avon Road, Richmond  
 Curtis, Mrs. E., 18 Winchester Street, Lyttelton  
 Dickey, D., Station Road, Heathcote Valley  
 Doak, W. T., Mount Somers  
 Dodge, F. H. and C. R., 290 Fitzgerald Avenue, Christchurch  
 Dominion Builders' Supplies, Christchurch, Ltd., 90 Peterborough Street, Christchurch  
 Drury, F., and Son, 26 Harewood Road, Papanui  
 Eastwich, L. A., 405 Madras Street, Christchurch  
 Eden, J., Chester Street, Christchurch  
 England, R. W., and Sons, Ltd., 185 St. Asaph Street, Christchurch  
 Familton, A. G., 344 Cashel Street, Christchurch  
 Farrissey and Macdonald, 480 Papanui Road, Papanui  
 Fitzgerald Bros., Allenton, Ashburton  
 Florence, A., Racecourse Road, North Brighton  
 Frew, A. G., Ashburton  
 Glover, E., 230 Lyttelton Street, Spreydon  
 Gooseman, W., 163 Redruth Avenue, Spreydon  
 Gordon, J., Kaiapoi  
 Goss Timber and Box Co., Ltd., Durham Street, Christchurch  
 Graham, P., and Sons, Ltd., 166 St. Asaph Street, Christchurch  
 Gyde and Grose, 395 Selwyn Street, Addington  
 Hadley, C. J., Amberley  
 Hall Bros., Simeon Street, Christchurch  
 Halligan, R. S., Belfast  
 Hansen, J., Upper Riccarton  
 Hardie and Thompson, Ltd., 1060 Colombo Street, Christchurch  
 Harper, Mrs. E. M., 249 Fifield Terrace, Opawa  
 Harrison Bros., 318 Durham Street, Christchurch  
 Havelock Coal Supply, Ashburton  
 Henning, B. W., Akaroa  
 Hereford Firewood Depot, Hereford Street, Christchurch  
 Hobbs, W. T., 9 Collingwood Street, New Brighton  
 Hollis and Brown, London Street, Lyttelton  
 Hopwood, W., Tinwald  
 Horn, R. W., and Co., 143 Tuam Street, Christchurch  
 Hornby Timber Co., Main South Road, Hornby  
 Horton, S. W., Canal Reserve, Linwood  
 Jack Bros., Dalgety's Buildings, Christchurch  
 James, A. R., Coal-merchant, Rangiora  
 Jamieson, J. and W., Ltd., 573 Colombo Street, Christchurch  
 Jarrah Timber Co., 16 Moorhouse Avenue, Christchurch  
 Johnston, Robert, 235 Waltham Road, Christchurch  
 Keatley, J., 19 Horse-shoe Lake Road, Shirley  
 Keighley, W. W., and Co., 48 Fitzgerald Avenue, Christchurch  
 Kissel, G. P., Templeton  
 Lawry, I., New Brighton  
 Lowther, Hugh, 377 Barbadoes Street, Christchurch  
 Mackie, D., Templeton  
 Mackie, David, Templeton  
 Madden and Hutchison, 13 Papanui Road, Christchurch  
 Manderson, W. L., 286 Stanmore Road, Christchurch  
 Maxey, A., Prebbleton  
 McClatchie and Co., Ltd., 160 Hereford Street, Christchurch  
 McCracken, J. A., 320 Lincoln Road, Christchurch  
 McCracken, W. C., Rangiora  
 McCully, C. S. and Co., Ltd., 84 Tuam Street, Christchurch

McLean, H., Waltham Road, Christchurch  
 McMillan, H., Chaney's  
 McMillan, R., Marshlands  
 McMillan and Robertson, 102 Bealey Street, Christchurch  
 McNeil and Sons, 161 Ollivier's Road, Christchurch  
 Midland Coal and Carrying Co., corner of Moorhouse Avenue and  
   Antigua Street, Christchurch  
 Midland Sawmilling Co., 576 Colombo Street, Christchurch  
 Milner and Co., Gloucester Street, Christchurch  
 Mortlock, Henry, Straven Road, Fendalton  
 National Mortgage and Agency Co., Ltd., Amberley  
 Newell, W., 331 Gloucester Street, Christchurch  
 Northern Timber Co., Papanui, Christchurch  
 Novis, A. V., 584 Worcester Street, Christchurch  
 Oliver, J. W., Green Street, Ashburton  
 Otley, C. E., Ltd., 381 Madras Street, Christchurch  
 Otley, H. J., 96 Tuam Street, Christchurch  
 Otley and Sons, Ltd., 254 Gloucester Street, Christchurch  
 Packer and Jones, Ltd., 25 Churchill Street, Christchurch  
 Page Bros., 62 Norwich Quay, Lyttelton  
 Painton, R. J., 500 Barbadoes Street, Christchurch  
 Papanui Stores, 477 Papanui Road, Papanui  
 Papanui Timber Co., 458 Papanui Road, Papanui  
 Parkin, W., St. Asaph Street, Christchurch  
 Patchett, G. G., 76 Breezes Road, Christchurch  
 Paterson, J. S., Ashburton  
 Paynter and Hamilton, corner Tuam and Durham Streets, Christchurch  
 Pearson, J. B., and Co., 23 Oxley Street, St. Albans  
 Philpott, A. E., 73 Riccarton Road, Riccarton  
 Phoenix Timber Co., Chertsey  
 Point Elizabeth Coal-miners' Co-operative Coal Depot, 155 Worcester  
   Street, Christchurch  
 Radcliffe, A. E., Governor's Bay, Lyttelton  
 Rainey, T., Allenton, Ashburton  
 Rangiora Timber and Coal Co., Rangiora  
 Rantin Bros., Ltd., 506 Colombo Street, Christchurch  
 Reece Bros., Ltd., Colombo Street, Christchurch  
 Riccarton Timber Co., Ltd., 35 Riccarton Road, Riccarton  
 Rich, Charles F., 99 Garland's Road, Opawa  
 Richards, L. D., 177 Papanui Road, Christchurch  
 Robertson Bros., Barbadoes Street, Christchurch  
 Rogers, B. C., 281 Ferry Road, Linwood  
 Roud, G. J., and Son, 242 Ferry Road, Christchurch  
 Russell, E., corner of Cashel Street and Stanmore Road, Christchurch  
 St. Leonard's Sawmilling Co., Ltd., Ashburton  
 St. Leonard's Sawmilling Co., Ltd., 226 St. Asaph Street, Christchurch,  
   Culverden, and Ashburton  
 Savage, D., Waltham Street, Christchurch  
 Sharplin, B., and Son, Oxford  
 Smith Bros., Ltd., 27 East Street, Ashburton  
 Smith, F. A., 158 Colombo Street, Christchurch  
 State Coal Depot, Moorhouse Avenue, Christchurch  
 Stewart, J., Chertsey  
 Still, A., Hornby  
 Stone, J., Ltd., Methven  
 Swanston and Son, Ltd., 175 Durham Street, Christchurch  
 T. and K. Sawmilling Co., Ltd., 116 Hereford Street, Christchurch,  
   and Ashburton  
 Taggart, R., 139 Middle Park Road, Upper Riccarton

Tarrant, H., corner of Shakespeare and Wilson's Roads, Christchurch  
 Taylor, A. W., 199 Ferry Road, Christchurch  
 Thackwell, Joseph, 110 Trafalgar Street, St. Albans  
 Thomas and Dalzell, 41 Wakefield Street, Sumner  
 Thompson, J. A., 77 London Street, Lyttelton  
 Tucker's Ltd., West Street, Ashburton  
 Union Sawmilling Co., 543 Colombo Street, Christchurch  
 Waller, J., and Sons, Ltd., Tuam Street, Christchurch  
 West, C., 43 Somerfield Street, Christchurch  
 Western Timber Co., 60 Carlyle Street, Spreydon  
 Westport Coal Co., 178 Manchester Street and Falsgrave Street, Christchurch  
 Wholesale Trading Co., Upper Riccarton  
 Williams, Stephens, and Co., Ltd., 186 Tuam Street, and 373 Lincoln Road, Christchurch  
 Williamson, W., 173 Montreal Street, Christchurch  
 Woods, G. H., Ltd., 170 Barbadoes Street, and 39 Ferry Road, Christchurch

and

The Canterbury Timber-yards, Sawmills, and Coal-yards Employees' Industrial Union of Workers

(hereinafter called "the union").

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 19th day of August, 1933, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 31st day of October, 1932.

[L.S.]

F. V. FRAZER, Judge.

#### SCHEDULE.

##### *Hours of Work.*

1. The hours for workers other than carters shall be forty-four per week. The working-hours shall be eight hours on five days of the week, and four hours on the day of the weekly half-holiday. The hour of starting work shall be not earlier than 7 a.m.

##### *Overtime.*

2. (a) Overtime shall be worked as required by the employer. For all time in excess of eight hours in any one day, except the usual half-holiday, or four hours on the day of the half-holiday, workers shall be paid overtime at the rate of time and a quarter for the first three hours and thereafter time and a half until the ordinary time of commencing work next day.

(b) Work done on Christmas Day, Good Friday, and Sundays shall be paid for at the rate of double time.

(c) Work done on any of the other holidays shall be paid for at the rate of time and a quarter.

(d) Provided always that work required to be done to repair or prevent the breakdown of the mill shall be paid for at the ordinary rates.

##### *Holidays.*

3. The recognized holidays shall be as follows: New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, Boxing Day, and Sovereign's Birthday.

##### *Wages.*

4. (a) The following shall be the minimum rates of wages to be paid in sawmills and factories:—

First-class machinists, 1s. 10d. per hour. (A "first-class machinist" shall be deemed to mean 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. 8½d. per hour. (A "second-class machinist" shall be deemed to be a worker who is competent to and whose duty it is to set a machine, and grind the knives, to throw in and 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 either of the above definitions, 1s. 6d. per hour.

First sawyer (the worker who sharpens, sets, and keeps in repair his saws), 1s. 9½d. per hour; other sawyers, 1s. 7d. per hour.

Tailers-out at saw-bench, if over the age of twenty-one years, 1s. 7d. 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 19s. per week. (A "head yardman" shall be deemed to mean a worker who is 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 to whose orders other men in the same yard are bound to conform.)

Orderman, 1s. 8d. per hour. (An "orderman" shall be deemed to mean a worker employed in a yard whose chief duty is to attend to customers and execute orders.)

Yard labourers (workers employed in stacking, sorting, loading, or unloading timber, and in general work in the yard), 1s. 7d. per hour.

All other workers in coal-yards over the age of twenty-one years, 1s. 7d. per hour. (This shall include men in the coal-yard who are employed filling coal and loading drays in execution of orders from the office or from the head yardman or from customers.)

Sawyers in coal-yards shall be paid not less than 1s. 7½d. per hour.

#### *Employment of Youths.*

5. Employers may employ youths at not less than the following rates of wages per week:—

	£	s.	d.
Under seventeen years of age .. .. .	0	10	0
Between the ages of seventeen and eighteen years .. .. .	0	17	6
Between the ages of eighteen and nineteen years .. .. .	1	5	0
Between the ages of nineteen and twenty years .. .. .	1	12	6
Between the ages of twenty and twenty-one years .. .. .	2	0	0

*Terms of Engagement.*

6. (a) The engagement shall be an hourly one, except in the case of head yardmen and youths, in which cases a week's notice of dismissal or of resignation shall be given by the employer or the worker respectively, but this shall not prevent an employer from summarily dismissing any head yardman or youth for good cause. No deduction shall be made from the wages of head yardmen or youths save for time lost through the worker's own default or sickness or accident or through slackness of trade or for any cause outside the control of the employer.

(b) All wages due shall be paid on the dismissal of a worker.

(c) Wages, including overtime, shall be paid weekly on Friday; but in the event of Friday being a bank holiday, wages shall be paid on the day previous.

*Employment of Drivers.*

7. The wages and conditions of employment of drivers in this industry shall be regulated by the Motor and Horse Drivers' award for the time being in force.

*Matters not provided for.*

8. 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, 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 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.

*Piecework or Premium Bonus.*

9. Work may be done by piecework or on the premium bonus system, but in either case at such rates as shall secure to a competent worker not less than the minimum rate provided in this award.

*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 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.

*Under-rate Workers.*

11. (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.

*Exemptions.*

12. Any party bound by the provisions of this award may make application to the Court for total or partial exemption from its provisions at the next sitting of the Court in Christchurch, provided notice of intention to make such application is filed with the Clerk of Awards, Christchurch, within one month of the date of this award.

*Scope of Award.*

13. This award shall operate throughout that portion of the Canterbury Industrial District lying north of the Rangitata River.



*Term of Award.*

14. This award, in so far as it relates to wages, shall be deemed to have come into force on the 19th day of August, 1932, 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 19th day of August, 1933.

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 31st day of October, 1932.

[L.S.]

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F. V. FRAZER, Judge.

**MEMORANDUM.**

The only matter referred to the Court was the under-rate workers' clause. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.

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