

(10487.) 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, 1925 ; and in the matter of an industrial dispute between the undermentioned persons, firms, and companies (hereinafter called “ the employers ”):—

- Adams, S. J., Timber and Coal Merchant, Waimate
 Betten, B., and Co., Builders, Waimate
 Braddock, J., Coal-merchant, Fairlie
 Brodie, D., Joinery-manufacturer, Timaru
 Butler, J. F., Coal-merchant, Timaru
 Buzan, A. W., and Fraser, Coal-merchants, Temuka
 Campbell, W. G., Coal-merchant, Timaru
 Canterbury Farmers' Co-operative Association, Ltd., Timaru, Waimate,
 Temuka, Geraldine, Fairlie, Studholme Junction, and Waihao
 Downs
 Carlton Bros., Coal-merchants, Timaru
 Carlton Bros., Timber and Coal Merchants, Fairlie
 Carswell and Moorhead, Coal-merchants, Timaru
 Coombs, G. W., Coal-merchant, Geraldine
 Dixon, H., Coal-merchant, Fairlie
 Foden, H. T., Builder, Fairlie
 Gould, H., and Co., Ltd., Coal-merchants, Timaru
 Harvey, W. R., Carrier and Coal-merchant, St. Andrews
 Hill, A. G., Coal-merchant, Timaru
 Jackson, John, and Co., Ltd., Timber and Coal Merchants, Timaru
 Jensen, E. J. C., Coal-merchant, Timaru
 Logan, E. H., Storekeeper and Coal-merchant, Geraldine
 McClatchie, G., and Co., Ltd., Coal-merchants, Timaru
 McMeekin, J., Coal-merchant, Timaru
 Martin, J., Coal-merchant, Timaru
 Meehan, J., and Sons, Ltd., Merchants, Timaru and Makikihi
 Mole, W. T., Storekeeper and Coal-merchant, Geraldine
 Morrison Bros., Storekeepers and Coal-merchants, Geraldine
 National Mortgage and Agency Co., Ltd., Merchants, Timaru, Waimate,
 and Fairlie
 Paterson, W. D., Grocer and Coal-merchant, Waimate
 Paul, G. H., Coal-merchant, Washdyke
 Philp, J., Coal-merchant, Winchester
 Pollock, F., Builder, Waimate
 Powell, J. C., Coal-merchant, Timaru
 Power, E., Coal-merchant, Timaru
 Pyne, Gould, Guinness, Ltd., Merchants, Timaru and Waimate
 Reese Bros. and Unwin, Ltd., Coal and Timber Merchants, Timaru
 Runciman, Pryor, Ltd., Coal-merchants, Timaru
 Scott, E. E., Timber-merchant, Geraldine
 Sherratt, W. A., Timber and Coal Merchant, Geraldine
 Shiels, T. E., Timber and Coal Merchant, Temuka
 Shillitos' Ltd., Timber-merchants, Timaru

Westland-Timaru Timber and Coal Co., Ltd., Timber and Coal Merchants,
Timaru

Westport Coal Co., Ltd., Coal-merchants, Timaru

Wilce, J. E., Coal-merchant, Waimate

Wilkes, A. J., Coal-merchant, Pareora

Wilson, F. B., Coal-merchant, Pleasant Point

and

the South 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 June, 1934, 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 3rd day of July, 1933.

[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.

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 for commencing work next day.

(b) Work done on Christmas Day, Good Friday, Labour Day, 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 rate.

Holidays.

3. The recognized holidays shall be as follows: New Year's Day, 2nd January, Good Friday, Easter Saturday, Easter Monday, Labour Day, Christmas Day, Boxing Day, and the 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 wood-working 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.

Wood-benders, 1s. 10d. per hour.

Wood-turners, 1s. 10d. 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 opened 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.)

Ordermen, 1s. 8d. per hour. (An "orderman" shall be deemed to mean a worker whose chief duties are 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 :—

				Per Week.		
				£	s.	d.
First year	..	..	..	0	15	0
Second year	..	..	..	1	2	6
Third year	..	..	..	1	10	0
Fourth year	..	..	..	1	17	6
Fifth year	..	..	..	2	5	0

Terms of Engagement.

6. (a) Engagement shall be an hourly one, except in the case of the head yardman or youths, in which case 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 dismissal of a worker.

(c) Wages, including overtime, shall be paid fortnightly 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 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.

Scope of Award.

12. This award shall operate throughout that portion of the Canterbury Industrial District lying between the Rangitata and Waitaki Rivers.

Term of Award.

13. This award, in so far as it relates to wages, shall be deemed to have come into force on the 19th day of June, 1933, 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 June, 1934.

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 3rd day of July, 1933.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

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

F. V. FRAZER, Judge.