

**(10689.) 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 North Canterbury Timber-yards, Sawmills, and Coal-yards Employees' Industrial Union of Workers (hereinafter called "the union") and 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 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.  
 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, Rakaia, 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.  
 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.  
 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.  
 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., Chanays.  
 Midland Coal and Carrying Co., corner of Moorhouse Avenue and  
 Antigua 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.  
 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.  
 Panton, 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 Breeze's 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.  
 Point Elizabeth Coal-miners' Co-operative Coal Depot, 155 Worcester  
 Street, Christchurch.

- Radcliffe, A. E., Governor's Bay, Lyttelton.  
 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.  
 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., 226 St. Asaph Street, Christchurch.  
 Culverden, and Ashburton.  
 Savage, D., Waltham Road, Christchurch.  
 Smith Bros., Ltd., 27 East Street, Ashburton.  
 Smith, F. A., 158 Colombo Street, Christchurch.  
 State Coal Depot, Moorhouse Avenue, Christchurch.  
 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, Christ-  
 church.  
 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, Christ-  
 church.

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 from the 26th day of November, 1934, and shall continue in force until the 31st day of December, 1935, 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 12th day of November, 1934.

[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 half.

(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, Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day.

*Wages.*

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

First-class machinists, 1s. 11d. 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. 9½d. 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 of feed belts, and by proper use of the oil-can to keep his machine in good running-order.)

Other workers (at machines) who are over the age of twenty-one years and who are employed on work involving a lower degree of skill than the above, 1s. 7d. per hour.

First sawyer (the worker who sharpens, sets, and keeps in repair his saws), 1s. 10½d. per hour; other sawyers, 1s. 8d. per hour.

Tailers-out at saw-bench, if over the age of twenty-one years, 1s. 7½d. 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, £4 3s. 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. 9d. 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. 7½d. per hour.

All other workers in coal-yards over the age of twenty-one years, 1s. 7½d. 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. 8½d. per hour.

*Employment of Youths.*

5. (a) Employers may employ youths in timber-yards in the proportion of one youth to one man at not less than the following rates of wages per week:—

	£	s.	d.
Under seventeen years of age .. .. .	0	12	6
Between the ages of seventeen and eighteen years .. .. .	1	0	0
Between the ages of eighteen and nineteen years	1	7	6
Between the ages of nineteen and twenty years	1	15	0
Between the ages of twenty and twenty-one years .. .. .	2	2	6

(b) In coal-yards: No youth under twenty-one years of age shall be employed carrying coal, bagging, or discharging coal or sawing firewood. Youths under twenty-one years of age may be employed at work other than that mentioned in this clause at the rates of pay set out for youths in timber-yards.

*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.

*Matters not provided for.*

7. 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.*

8. 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.*

9. (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.*

10. (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.*

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

*Term of Award.*

12. This award shall come into force on the 26th day of November, 1934, and shall continue in force until the 31st day of December, 1935.

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 12th day of November, 1934.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The Court has provided a definition of "other workers at machines," which will obviate the possibility of the recurrence of cases of highly skilled joiners' machinists being employed on highly skilled work at lower rates than those of second-class machinists. It has also settled the rates of tailers-out, timber-yard labourers, and coal-yard labourers. In other respects the award incorporates the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.