

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

(10970.) OTAGO PROVINCIAL DISTRICT (EAST AND NORTH OF TAHERI RIVER) 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, 1925; and in the matter of an industrial dispute between the under-mentioned persons, firms, and companies (hereinafter called “the employers”):—

Alliance Bee-supplies Co., Ltd., 1 Mason Street, Dunedin
Armour, J., Builder, Farley Street, Roslyn, Dunedin
Atlas Box Co., Boxmakers, Cameron Street, Kensington, Dunedin
Bell Tea Co., Ltd., Carroll Street, Dunedin
Box-on Company, P.O. Box 145, Dunedin
Cadbury, Fry, Hudson, Ltd., Manufacturers, Castle Street, Dunedin
Clark, George, Ltd., Builder, 347 Princes Street, Dunedin
Commercial Trading Co., Ltd., Sawmillers, King Street, Dunedin
Cooper, Ashley W., Wilkie Road, Caversham
Craig and Co., Ltd., Timber-merchants, Thames Street, Oamaru
Craig, W., Builder, Prince Albert Road, St. Kilda, Dunedin
Crawshaw, F., Timber-merchant, Severn Street, Oamaru
Dunedin City Corporation Tramways (Car-building Department),
Market Street, Dunedin
Dunedin Demolition Co., 10 Wilkie Road, Dunedin
Ellis, W., and Co., Building Contractors, Melville Street, Dunedin
Fletcher Construction Co., Ltd., Liverpool Street, Dunedin
George, H. A., Builder, 19A Filleul Street, Dunedin
Glue Construction Co., Ltd., 544 Anderson's Bay Road, Dunedin

Haddock, H. V., Ltd., Sawmillers, Richardson Street, Dunedin
 Hogg and Co., Ltd., Timber-merchants, Roberts Street, Dunedin
 Howison, C. M., and Sons, Ltd., Timber-merchants, Ward Street,
 Dunedin
 Irvine and Stevenson, St. George Co., Ltd., Filleul Street, Dunedin
 Keith Ramsay, Ltd., Timber-merchants, Vogel Street, Dunedin
 Kiln Dried Timber and Joinery Co., Ltd., Neville Street, Caversham
 Lake Brunner Sawmilling Co., Ltd., Anderson's Bay Road, Dunedin
 Lawrence Bros., Builders, St. Andrew Street, Dunedin
 Levido, E. H., Albert Street, St. Kilda
 Love Construction Co., Ltd., Building Contractors, Halsey Street,
 Dunedin
 Mackintosh, Caley, Phoenix, Ltd., Manufacturers, Maclaggan Street,
 Dunedin
 McCallum and Co., Ltd., Timber-merchants, Crawford Street, Dunedin
 McCallum and Co., Ltd., Timber-merchants, Oamaru
 McGill, James, and Sons, Ltd., Builders, 205 Moray Place, Dunedin
 McLachlan, J. H., 47 Chapman Street, Kaikorai
 McLachlan and Wright, Ltd., Timber-merchants, Bauchop and Sturdee
 Streets, Dunedin
 McLellan, W., Ltd., Timber-merchants, McBride Street, South Dunedin
 McLeod Bros., Ltd. (Carter's Box-factory), Ward Street, Dunedin
 Maoriland Importing Co., Timber-merchants, Richardson Street, Dunedin
 Moore, Alex., King Street, Dunedin
 O'Sullivan and Bailone, Builders, Bowen Street, St. Kilda, Dunedin
 Otago Fish Supply, Ltd. (C. Gibbs), Mason Street, Dunedin
 Parker, H., Anderson's Bay Road, Dunedin
 Peterson, F., Anderson's Bay Road, Dunedin
 Powley, R., and Co., Hope Street, Dunedin
 Reid and Gray, Ltd., Implement-manufacturers, Burnside
 Ross, W., Builder, Neville Street, South Dunedin
 Silver, A. E., Halsey Street, Dunedin
 Silverstone, M., Carroll Street, Dunedin
 Simpson, G., and Co., Ltd., Builders, 19 Police Street, Dunedin
 Smith, A., Casemaker, 528 Leith Street, Dunedin
 Southland and Otago Co-operative Sawmilling Co., Ltd., Anderson's
 Bay Road, Dunedin
 Southland Sawmilling Co., Timber-merchants, St. Andrew Street,
 Dunedin
 Thomson, D., Maclaggan Street, Dunedin
 Union Steamship Co. of New Zealand, Ltd., Water Street, Dunedin
 Wood and McCormack, Builders, Moray Place, Dunedin

and

The Otago Timber-yards and Sawmills 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 31st day of October, 1936, 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 18th day of December, 1935.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work for all workers shall be forty-four per week. The ordinary hours of work shall be between 8 a.m. and 5 p.m. (exclusive of meal-times) on five days of the week, and from 8 a.m. to 12 noon on Saturdays.

Overtime and Holidays.

2. (a) Overtime shall be paid for all work done in any one day in excess of the hours prescribed in clause 1 at the rate of time and a quarter for the first three hours, and time and a half thereafter.

(b) Work done on Sundays, Christmas Day, and Good Friday shall be paid for at double time; and work done on New Year's Day and the day following, and on Easter Saturday, Easter Monday, Sovereign's Birthday, Labour Day, and Boxing Day shall be paid for at the rate of time and a half.

Wages.

3. (a) First sawyer (one who is competent to sharpen, set, and keep his saw in order, but hammering of the saw shall not be deemed to be included), 1s. 10½d. per hour; other sawyers, 1s. 8d. per hour.

(b) Tailors-out, if over the age of twenty-one years, 1s. 8d. per hour.

(c) First machinist (a "first machinist" shall be deemed to mean a man who is competent to and whose duty it is to set his machine, to grind his knives, to keep his machine in good running-order, and to make such moulding-irons and other cutters as may be required. All machinists, competent under this clause, doing joiners' work shall be classed as first machinists), 1s. 11d. per hour; other machinists, 1s. 9½d. per hour.

(d) Head yardmen (a "head yardman" shall be deemed to mean an employee who is in charge of the loading of trucks, wagons, carts, &c., and who measures and superintends the delivery of timbers, and who is in charge of the yard, and to whose orders the other men in the yard are bound to conform), £4 3s. per week.

(e) Orderman (an "orderman" shall be deemed to mean a man who is engaged getting out orders and returning the tallies of such orders to the office), 1s. 9d. per hour.

(f) Yard, mill, and factory labourers, 1s. 8d. per hour.

(g) Wood-turners, 1s. 11d. per hour.

(h) Spoke-turners and spoke-finishers, 1s. 8d. per hour.

(i) Sash-and-door hands, 1s. 9½d. per hour.

(j) Benders, 1s. 11d. per hour.

(k) Casemakers, 1s. 8d. per hour.

Youths.

4. Youths may be employed at not less than the following rates:—

| | | | Per Week. | | |
|------------------------|----|----|-----------|----|----|
| | | | £ | s. | d. |
| For the first year .. | .. | .. | 0 | 15 | 0 |
| For the second year .. | .. | .. | 1 | 2 | 6 |
| For the third year .. | .. | .. | 1 | 10 | 0 |
| For the fourth year .. | .. | .. | 1 | 17 | 6 |
| For the fifth year .. | .. | .. | 2 | 5 | 0 |

Matters not provided for.

5. 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 Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, 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.

General.

6. (a) In the case of workers on weekly wages, one week's notice of termination of the engagement shall be given on either side.

(b) Subject to the provisions of the Factories Act, 1921-22, only time worked shall be paid for.

Exemptions.

7. (a) The Dunedin City Corporation Tramways Coach-worker Department: Workers coming within the scope of this award shall be bound by all the provisions of this award, except in respect of the hours of work, which shall be those provided for in the Coach-workers' award.

(b) The Union Steamship Co. of New Zealand, Ltd., shall not pay less than the wages fixed by this award for any work coming within the scope of this award, and shall pay the overtime rates prescribed for any work done by any worker in excess of forty-four hours in any one week, and shall pay the rates herein prescribed for any work on Sundays or on any of the holidays mentioned herein. In all other respects the company is exempt from the operation of all other provisions of this award except clause 6.

(c) The firms hereinafter mentioned shall be bound by this award only in respect of the hours of work and rates of pay prescribed: Provided, nevertheless, that if the hours of work being observed in any of the establishments of the said firms are different from those herein prescribed the customary hours or work may be continued. The said firms are exempt from the operation of all other provisions of this award except clause 6. The following are the parties referred to:—

Atlas Box Co., Boxmakers, Cameron Street, Kensington,
Dunedin.

Bell Tea Co., Carroll Street, Dunedin.

Cadbury, Fry, Hudson, Ltd., Dunedin.

Irvine and Stevenson (St. George Co., Ltd.), Filleul Street, Dunedin.

McLeod Bros., Ltd. (Carter's Box-factory), Ward Street, Dunedin.

Mackintosh, Caley (Phoenix Ltd.), Dunedin.

Powley, R., and Co., Hope Street, Dunedin.

Smith, A., Casemaker, 228 Leith Street, Dunedin.

Preference.

8. (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, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

Under-rate Workers.

9. (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.

10. This award shall operate throughout that part of the Otago Provincial District lying east and north of the Taieri River.

Term of Award.

11. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of November, 1935, 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 31st day of October, 1936.

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 18th day of December, 1935.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The only matter referred to the Court related to under-rate workers. In other respects the award embodies the recommendations arrived at by the Assessors in Conciliation Council.

E. PAGE, Judge.