

(10976.) OTAGO AND SOUTHLAND (WEST AND SOUTH OF TAIERI RIVER) AND STEWART ISLAND 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") :—

Alton Sawmilling Co., Ltd., Tuatapere  
A. M. Ayling and Co., Ltd., Invercargill  
Birch and Co., Papatotara  
Buchanan's Sawmilling Co., Ltd., Riverton  
Bunn, F., Greenfield Sawmilling Co., Greenfield  
Butler, Jas., Winton  
Collinson and Sons, Brown's  
Crawford and Sons, Makarora  
Collett, S., Tisbury  
Cook, Neil, Kinloch  
Ermedale Timber Co., Ltd., Fairfax  
Fortification Timber Co., Ltd., Private Bag, Invercargill.  
Gerrard, Colin, Tuatapere  
Haldane Timber Co., Ltd., Haldane  
Hamilton and Co., Ltd., Tuatapere and Ettrick  
Harrington and Co., Ltd., Tahakopa  
Hegan, William, Wyndham and Tussock Creek  
Hegan, W., jun., Spar Bush  
Hibbs and Smith, Ltd., Tahakopa  
Hogg and Co., Ltd., Tahakopa  
Hokonui Sawmilling Co., Ltd., Invercargill  
Holdings Ltd., Christchurch and Port Craig  
Houipapa Sawmilling Co., Ltd. (A. Perry, Manager), Houipapa  
Hutton, F. J., Mandeville  
Johnstone and Co., Otago  
Kilkelly Bros., Ltd., Esk Street, Invercargill  
Kahuika Sawmilling Co., Kahuika  
Lindsay and Dixon, Ltd., Tuatapere and Drummond  
Latta Bros., Stewarts' Siding, Private Bag, Dunedin  
Lane, C., Owaka and Clinton  
Moncur Bros. and Tobin, Ltd., Tautuku  
Maori Beach Timber Co., Ltd., Clyde Street, Invercargill  
More and Sons, Ltd., Riverton  
Meers and Co., Edendale  
Marshall and Son, Winton

McNulty, F., Cromwell  
 McIntyre, John, Ltd., Tuatapere  
 McLennan Sawmilling Co., Ltd., McLennan  
 McCombe, W., Milton  
 New Zealand Pine Co., Esk Street, Invercargill  
 Otatau Timber Co., Ltd., Esk Street, Invercargill  
 Otapiri Sawmilling Co., Ltd., Otapiri Gorge  
 Poole, Geo., and Sons, Ltd., Yarrow Street, Invercargill and Tokanui  
 Port Craig Timber Co., Ltd., Tweed Street, Invercargill  
 Pukemaori Timber Co., Ltd., Pukemaori  
 Progress Valley Sawmilling Co., Ltd., Waikawa  
 Rae Bros., Caberfiedh  
 Sharpe, Andrew, Ltd., Tawanui  
 Sharpe Bros., Kaka Point  
 Smith, Wm., and Co., Ltd., Invercargill and Waihoaka  
 Stuart, Colin Campbell, Waiwera, Greenfield, Milton, and Alexandra  
 South  
 Stuart, J. S., Glenore  
 Sutherland and Son, Pikopiko  
 Sutherland and Co., Ltd., Te Tua and Chaslands  
 Trail Bros. and Smythies, Ltd., Riverton  
 Thompson and McKenzie, Otatau  
 Tokanui Sawmilling Co., Ltd., Tokanui  
 Tuatapere Sawmilling Co., Ltd., P.O. Box 193, Invercargill  
 United Trading Co., Ltd., Gore and Papatotara  
 Waitane Sawmilling and Afforestation, Ltd., Waitane and Kelso  
 Woodlaw Beach Co., Ltd., Dee Street, Invercargill  
 Waiiau Sawmilling Co., Ltd., Tuatapere  
 Wood Products, Ltd., Invercargill  
 Young, Robert, Balclutha

and

the Southland 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 1st day of April, 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 shall be eight hours per day or forty-eight per week. The time for commencing work in each mill shall be decided by the employer.

##### *Overtime and Holidays.*

2. (a) Time worked in excess of the usual day's work in any day shall be deemed to be overtime, and shall be paid for at the rate of time and a quarter for the first two hours and time and a half thereafter.

(b) Double time shall be paid for work done on Christmas Day, Good Friday, 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 holiday or overtime rates, but at ordinary rates.

## Wages.

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

	Per Hour.	
	s.	d.
Breast-bench sawyer who keeps two saws and top saw	1	11 $\frac{3}{4}$
Breast-bench sawyer who keeps one saw .. .. .	1	10 $\frac{3}{4}$
Breast-bench sawyer keeping no saws .. .. .	1	8 $\frac{1}{2}$
Big-bench sawyer who keeps bottom and top saws ..	1	7 $\frac{1}{4}$
Breast-bench tailer-out .. .. .	1	7
Big-bench assistant .. .. .	1	6 $\frac{1}{4}$
First-class machinist who can and does make his own knives and irons .. .. .	1	8 $\frac{3}{4}$
Second-class machinist who does not make his own knives and irons .. .. .	1	6 $\frac{1}{4}$
First-class certificated engine-driver .. .. .	1	8 $\frac{3}{4}$
Second-class engine-driver .. .. .	1	7 $\frac{1}{2}$
Hauling engine-driver (two hours' wages to be paid for getting up steam when bushmen do not work) ..	1	6 $\frac{1}{4}$
Qualified drivers of locomotives .. .. .	1	7 $\frac{1}{2}$
Other engine-drivers not holding certificates .. ..	1	6 $\frac{1}{4}$
Leading bushmen .. .. .	1	9 $\frac{1}{2}$
Other bushmen .. .. .	1	7 $\frac{1}{4}$
Shoemen .. .. .	1	8 $\frac{3}{4}$
Assistant shoemen .. .. .	1	6 $\frac{1}{2}$
Stokers and brakemen .. .. .	1	6 $\frac{1}{4}$
Lorry and tractor drivers capable of doing and do their own running repairs .. .. .	1	8 $\frac{1}{4}$
Log trollymen and wagoners who feed and attend up to four horses .. .. .	1	8 $\frac{1}{4}$
Trollymen and wagoners, over four horses .. .. .	1	8 $\frac{1}{2}$
Timber trollymen .. .. .	1	8
Blacksmiths .. .. .	1	7 $\frac{1}{4}$
Leading tramwaymen .. .. .	1	7 $\frac{1}{4}$
Other tramwaymen .. .. .	1	6 $\frac{1}{4}$
Slabmen .. .. .	1	6 $\frac{1}{4}$
Yard workers .. .. .	1	6 $\frac{1}{4}$
Dockers and cross-cutters .. .. .	1	6 $\frac{1}{4}$
All other workers .. .. .	1	4

(b) Tallymen (the tallyman shall be the man who is in charge of the yard). Rate of wages 14s. 2d. per day or £4 per week at the option of the employer.

(c) Where a mill 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 9d. per day for such work in addition to the aforesaid wage.

*Employment of Youths.*

4. Employers may employ one youth to every five adults at not less than the following rate of wages:—

	Per Day.	
	s.	d.
Under sixteen years of age .. .. .	5	0
Sixteen years and under seventeen years ..	6	0
Seventeen years and under eighteen years ..	7	0
Eighteen years and under nineteen years ..	8	0
Nineteen years and under twenty years ..	9	0

and thereafter at the rate scheduled in clause 3 (a).

*Payment of Wages.*

5. (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. One week shall be allowed to an employer to make up pay-sheets and pay out wages after the expiration of each period.

(b) Where the employment is terminated the worker shall be paid all wages due at the expiration of the notice as provided in clause 6 hereof. Such payment may be made by cheque.

(c) 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.*

6. (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.

*Accommodation.*

7. (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 anti-septics, 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 of Award.*

8. 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.

*Travelling-time.*

9. 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.*

10. 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 sawmillers and three appointed by 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 Conciliation 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.

*Winch-drivers.*

11. All winch-drivers shall be suitably protected from weather.

*Bush-huts.*

12. Where required a weatherproof hut shall be supplied at every bush-winch for the convenience of the workers at lunch-time, and to provide shelter and a safe-keeping place for tools and clothes.

*Preference.*

13. (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. The provisions of this subclause relating to the dismissal of workers shall apply, with equal effect, to any worker coming within the scope of this award engaged since the 7th day of May, 1934, but before the coming into force of this award, who is not a member of the union during the currency of this award.

(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.*

14. (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.*

15. This award shall operate throughout the Southland Provincial District, including Stewart Island, and that part of the Otago Provincial District lying south and west of the Taieri River.

#### *Term of Award.*

16. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of October, 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 1st day of April, 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 preference. In other respects the award embodies, with alterations agreed to at the hearing, the recommendations arrived at by the Assessors in Conciliation Council.

The Assessors in Conciliation Council agreed on the following clause respecting the payment by workers of subscriptions to the union:—

“Subscriptions to Workers’ Union.—It is a condition of employment of all workers in sawmills coming within the scope of this agreement that they shall, while so employed, contribute



a minimum sum of 2s. per month to the expenses of the union, and employers covered by this agreement shall collect and pay such sum to the union provided the union supplies to the particular employer concerned a monthly notice of workers employed by him who have not otherwise contributed such sum to the expenses of the union."

This clause cannot validly be included in the award but the Assessors desire it to be known that they recommend that employers should observe its provisions.

E. PAGE, Judge.

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