

(4277.) WELLINGTON TIMBER-YARDS AND SAWMILLS EMPLOYEES.—
AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Wellington Timber-yards and Sawmills Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

- Andrews, J., Willis Street, Wellington.
Baigent, W. and M., Akatarawa, Upper Hutt.
Bailey and Arcus, Upper Hutt.
Brown and Johnstone, Ebor Street, Wellington.
Christie, L. E., 180 Adelaide Road, Wellington.
Clark, Isaac, and Son, Wingfield Street, Wellington.
Dillon, E. A., Petone.
Easson, J. W., and Co. (Limited), Kilbirnie.
Evans Bay Timber Company, Wellington.
Greenwood and Whiteman, Upper Hutt.
Hartley, W., Petone.
Hathaway, L., and Co., 62 Boulcott Street, Wellington.
Hurrell, A. E., Quin Street, Wellington.
Millar's West Australian Hardwood Company, Wellington.
McLeod, Weir, and Hopkirk, 28–34 Johnstone Street, Wellington.
McLean and Gray, Ebor Street, Wellington.
Manson, G. E., Johnsonville.
Mawson and McArthur, 186 Clyde Street.
Menelaus and Rigg, 29B Lorne Street, Wellington.
Odlin, C. and A., Timber and Hardware Company (Limited), Wellington.
Patent Slip Company, Evans Bay, Wellington.

Petone Woodware Company, Petone.
 Price, T. and W., Upper Hutt.
 Ranson, J. W., Jessie Street, Wellington.
 Renner, A. A., 9B Ghuznee Street, Wellington.
 Sander Bros., 165 Ingestre Street, Wellington.
 Seed Bros. (Limited), Purapura Sawmills, Mangaroa,
 Upper Hutt.
 Slyman, C., Prouse Buildings, Taranaki Street, Wellington.
 Stewart Timber, Glass, and Hardware Company (Limited),
 Wellington.
 Strand Bros., Lower Hutt.
 Udy, W. J., Petone.
 Wakelin and Hill, 92 Rolleston Street, Wellington.
 Wellington Box Factory and Cooperage, Ebor Street, Wellington.
 Wellington Timber Company, Constable Street, Wellington.
 Westland Timber Company, Lower Hutt.
 Whiteman Bros., Akatarawa, Upper Hutt.

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 the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 22nd day of May, 1916, and shall continue in force until the 22nd day of November, 1917, and thereafter as pro-

vided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 10th day of May, 1916.

— T. W. STRINGER, Judge.

SCHEDULE.

Interpretation.

1. For the purposes of this award—

“First-class machinist” means a man who is competent to, and whose duty it is, if necessary, to put together and to repair the different parts of woodworking machinery, and, in the case of moulding and planing machines, to make and to grind into shape such moulding-irons or other cutters as may be required, and generally to supervise and direct the working of the machines under his control :

“Second-class machinist” means a man who is competent to, and whose duty it is to set a machine, to grind the knives and cutters, to feed a machine, to throw in and out of gear the driving-belts, and to keep a machine in good running-order :

“First sawyer” means a sawyer who keeps his own saws; but it shall form no part of the duty of a first sawyer to hammer saws :

“Second sawyer” means a sawyer who does not keep his own saws, but who is able to file and set his saws :

“Head yardman” means a worker who loads, unloads, and measures timber, and who is in charge of the yard :

“Yardman” means a worker whose duties include the loading, unloading, and measuring of timber, but who is not in charge of the yard :

A “yard labourer” is a worker employed in stacking, sorting, loading, or unloading timber, and in general work in the yard :

A “casual labourer” means an unskilled labourer who is employed for less than six consecutive days :

“Factory” means an establishment where, in addition to any other work carried on, sashes and doors are made, and includes also box-factories and cooperages. Every other establishment coming within the scope of this award shall be deemed to be a country sawmill.

Hours of Work.

2. (a.) The hours of work shall not exceed forty-six hours in any week.

(b.) On five days of the week the ordinary working-hours shall be between 7.30 a.m. and 5.30 p.m., and on one day of the week between the hours of 7.30 a.m. and 12 noon.

Overtime and Holidays.

3. (a.) All time worked outside of or in excess of the hours prescribed by clause 2 hereof shall count as overtime, and shall be paid for at the rate of time and a quarter for the first two hours, and thereafter at the rate of time and a half.

(b.) For work done on Christmas Day, Good Friday, or Sunday double time shall be paid. For work done on New Year's Day, Anniversary Day, Easter Monday, the birthday of the reigning Sovereign, Labour Day, or Boxing Day time and a half shall be paid.

Wages.

4. First-class machinist, 1s. 6d. per hour; other (second-class) machinists, 1s. $3\frac{1}{2}$ d. per hour; first sawyer, 1s. 4d. per hour; other (second) sawyer, 1s. 3d. per hour; boxmakers, 1s. 2d. per hour; coopers, 1s. 3d. per hour; head yardman, £3 5s. per week; yardman, 1s. 3d. per hour; yard labourers, 1s. 2d. per hour; casual labourers, 1s. $2\frac{1}{2}$ d. per hour. Coopers: Any employer who employs coopers may arrange with these workers to work piecework on a log to be arranged with such workers.

5. If by reason of broken time any worker shall earn less than £2 12s. in any one week he shall be paid an additional amount equal to 10 per centum on the amount so earned. This shall have effect only during the continuance of the present European War and for three months thereafter.

Employment of Youths.

6. Employers may employ youths at not less than the following rates of wages per week: Sixteen to seventeen years of age, 15s. per week; seventeen to eighteen years of age, £1 per week; eighteen to nineteen years of age, £1 5s. per week; nineteen to twenty years of age, £1 10s. per week; twenty to twenty-one years of age, £1 15s. per week.

Under-rate Workers.

7. (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 Factories 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.

Preference.

8. (a.) If an 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 six 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 the foregoing 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.

General Provisions.

9. When workers are required to work overtime to repair any breakdown of machinery necessarily causing the stoppage of the mill or factory only ordinary-time rates shall be paid for such overtime.

10. No deduction shall be made from any weekly wage or daily wage fixed by this award save for time lost in any week or any day through the worker's own default or (except in the case of youths) through the illness of the worker.

11. In the case of weekly workers twenty-four hours' notice shall suffice to terminate the engagement on either side, but nothing herein contained shall prejudice the right of an employer to dismiss any one without notice for lawful excuse.

12. This award shall not apply to or affect any mill carrying on business substantially as a country sawmill.

Scope of Award.

13. This award shall apply to employers carrying on business within a radius of twenty-five miles from the Chief Post-office, Wellington.

Term of Award.

14. This award shall come into force on the 22nd day of May, 1916, and shall continue in force until the 22nd day of November, 1917.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 10th day of May, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

This award is based upon the recommendations of the Council of Conciliation. The only questions referred to the Court were as to wages and preference, and these have been settled by the Court.

T. W. STRINGER, Judge.

NOTE.—Section 90, subsection (1) (d), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiration of the currency of the award, the award shall continue in force until a new award has been duly made or an industrial agreement entered into, except where the registration of an industrial union of workers bound by such award has been cancelled.