

(8446.) WELLINGTON INDUSTRIAL DISTRICT (EXCEPT WELLINGTON TWENTY-FIVE-MILES RADIUS) TIMBER-YARDS AND SAWMILL 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 a dispute between the North Wellington Timber-yards and Sawmills' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Wairarapa.

Benton and Player, Builders, &c., Featherston.
Booth, W., and Co. (Limited), Carterton.
Cook and Cook, Boxmakers and Coopers, Waingawa.
Coradine and McIvor, Builders, &c., Masterton.
Daniell, C. E. (Limited), Timber-merchants, Masterton.
Fraser, Donald, Boxmaker, &c., Pahiatua.
Quinlan, P. S., Alfredton.
Rathbone, T. J., Boxmaker, &c. Carterton.

Palmerston North.

Broadbelt and Co., Boxmakers, Feilding.
Cook, W., and Sons, Coopers and Boxmakers, Palmerston North.
Feilding Sash and Door Company (Limited), Feilding and Ohakune.
Lewis and Coutts, Timber-merchants, Palmerston North.
Needham, F., Builder, Palmerston North.
Spiers, R. M., Timber-merchant, Foxton.
Tiratu Sawmilling Company (Limited), Palmerston North.

Hawke's Bay.

Alley, C. H., Cooper, Farndon.
 Bull Bros., Sawmillers, Napier.
 Burge Bros., Timber-merchants, Hastings.
 Cochrane and Delaney, Sawmillers, Wairoa.
 Dannevirke Woodware Company (Limited), Dannevirke.
 Graham, W. J., Sawmiller, Te Rehunga, Dannevirke.
 Hastings Timber Company (Limited), Hastings.
 Holt, R., and Sons, Timber-merchants, Napier, Hastings, and
 Horopito.
 Hunter, W. G., Sawmiller, Rauroa.
 Johnstone and Stacey, Wairoa.
 McLeod and Gardiner, Timber-merchants, Hastings.
 Manson and Clark, Timber-merchants, Port Ahuriri.
 Phillips and Wright, Builders, Hastings.
 Taylor and McIntyre, Sawmillers, Tangitere, Wairoa.
 Te Ohu Sawmilling Company (Limited), Norsewood.
 Thomson, C. and T., Makeratu North.
 Turville, A. G., Joinery-works, Napier.
 Williams, E. P., Wairoa.

King-country ; Wanganui ; Rangitikei.

Adsett, A., Sawmiller, Hukapapa.
 Bassett and Co. (Limited), Timber-merchants, Wanganui.
 Bennett and Punch (Limited), Sawmillers, Rangataua.
 Boon Bros., Sawmillers, Owhango.
 Carter, F. J., Sawmiller, Horopito.
 Climo Bros., Sawmillers, Raurimu.
 Cownern, W., Sawmiller, Pokoko.
 Creighton, W., and Co., Sawmillers, Pokoko.
 Egmont Box Company (Limited), Sawmillers, Ohutu.
 Ferry, C. A., Sawmiller, Raetihi.
 Gammon, G. A., and Co. (Limited), Sawmillers, Ohakune.
 Gibbs, A. F., and Co. (Limited), Sawmillers, Utiku.
 Gibbs and Trevor (Limited), Sawmillers, Hihitahi.
 Gibbs, G. E., Boxmaker, Utiku.
 Goldfinch and Co. (Limited), Sawmillers, Ohakune.
 Hihitahi Sawmill Company, Sawmillers, Hihitahi.
 Hughes, E. B., Sawmiller, Mataroa.
 Jensen, J. K., Sawmiller, Tarangare.
 Lloyd Bros., Sawmillers, Raetihi.
 Madsen, J., Sawmiller, Horopito.
 Makotuku Timber Company (Limited), Raetihi.
 Mangawhero Sawmilling Company (Limited), Raetihi and Karioi.
 Martin and Co., Sawmillers, Karioi.
 Marton Sash, Door, and Timber Company (Limited), Sawmillers,
 Marton.

Napier Timber Company, Sawmillers, Karioi.
 New Zealand Powell Wood Process Company (Limited), Rangataua.
 Omatane Timber Company (Limited), Omatane.
 Parapara Sawmills (Limited), Sawmillers, Raetihi.
 Pareroa Sawmilling Company, Pikipiki Road, Raetihi.
 Perham, Larsen, and Co. (Limited), Rangataua.
 Pilkington, J. J., Sawmiller, Karioi.
 Rangataua Sawmilling Company (Limited), Sawmillers, Taihape.
 Rangataua Timber Company (Limited), Horopito.
 Smith, A. P., Sawmiller, Raetihi.
 Smith, R. W., Sawmiller, Raetihi.
 Sollitt Bros. (Limited), Sawmillers, Raetihi.
 Syme, G., and Co. (Limited), Sawmillers, Tangiwai and Raetihi.
 Taranaki Sawmills, Raurimu.
 Wanganui Sash and Door Company (Limited), Sawmillers, Wanganui, Karioi, and Hihitahi.
 Waterwheel Timber Company, Ohakune.

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 1st day of January, 1926, and shall continue in force until the 31st day of December, 1927, and thereafter as provided by subsec-

tion (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 affixed, and the Judge of the Court hath hereunto set his hand this 14th day of December, 1925.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Interpretations.

1. For the purposes of this award—

“First-class machinist” means a man who is competent, and whose duty it is to put together and 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 and whose duty it is to set a machine, to grind the knives and cutters, to feed a machine, and 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 the 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 :

Throughout that area adjacent to the Main Trunk line and lying north of Hunterville all establishments covered by this award shall be deemed to be “country sawmills,” and outside that area a “country sawmill” shall mean an establishment in which logs are broken down and converted into timber.

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.

Wages.

3. The following shall be the minimum rates of wages :—

			Per Hour.	
			s.	d.
First-class machinists	2 2 $\frac{1}{4}$
Second-class machinists	2 0
First-class sawyers	2 1
Second-class sawyers	1 11 $\frac{1}{4}$
Leading boxmaker (where four or more box-makers are employed)	2 0
Other boxmakers	1 10 $\frac{1}{2}$
Coopers	2 2 $\frac{1}{4}$
Coopers' assistants	1 10 $\frac{1}{2}$
Yardmen	1 10 $\frac{1}{2}$
Yard labourers	1 10 $\frac{1}{2}$
Casual labourers	1 10 $\frac{1}{2}$

The minimum rate of wage for head yardmen shall be £5 per week.

Overtime and Holidays.

4. (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 half for the first four hours and thereafter at the rate of double time.

(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, and Boxing Day time and a half shall be paid.

Youths.

5. Employers may employ youths at not less than the following rates of wages :—

			Per Week.		
			£	s.	d.
Sixteen years of age	1 5 0	
Seventeen years of age	1 10 0	
Eighteen years of age	2 0 0	
Nineteen years of age	2 8 6	
Twenty years of age	3 0 0	

First Aid.

6. A St. John or similar first-aid kit shall be placed in each establishment covered by this award. The employer shall see that bandages and antiseptics are available at bush winches, and the winchmen shall be responsible for their proper care.

General Provisions.

7. (a.) 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.

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

(c.) 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.

(d.) Any employer who employs coopers may arrange with the workers to work piecework on a log to be arranged with such workers.

Under-rate Workers.

8. (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.

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 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.

(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 or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 1s. per week for the first month's membership, and thereafter 13s. per quarter or £2 per annum, and upon payment of 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. The contribution of 13s. per quarter or £2 per annum shall not be payable until after the expiration of one month after joining the union.

SPECIAL PROVISIONS RE COUNTRY SAWMILLS.

Clauses 2, 3, 4, and 5 of the foregoing shall not apply to country sawmills, and in lieu thereof the following provisions shall apply:—

Hours of Work.

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

(b.) Not more than nine hours shall be worked on any one day to enable lost time to be made up before overtime rates are paid.

(c.) The starting-time shall be mutually arranged between the employer and the workers at the mill, provided that not more than nine hours are worked between 6 a.m. and 6 p.m. on any one day.

Wages.

11. The following shall be the minimum rates of wages in country sawmills :—

	Per Day of Eight Hours.	
	s.	d.
Headman, Pacific bench, circular (who keeps own saws) ..	19	0
First headman, breast-benchman (who keeps own saws) ..	19	0
Second headman, breast-benchman (who does not keep saws)	15	8
Twin circular breaking-down benchman (headman who keeps saws)	18	0
Twin circular breaking-down benchman (who does not keep saws)	17	0
Tailman, breast-bench	15	8
Tailman, circular breaking-down bench	15	6
Setter and dogger, Pacific bench, where one man on carriage	15	6
Bobbie cross-cutter logs at mill-skids	16	6
Blacksmith and jobber	16	0
Head yardman	16	6
Yard tallyman	16	0
Yardmen, loaders, and timber-sorters	15	0
Slabby	15	0
Slabby (dry) youth (see "Youths," below).		
Timber skiddy and docker combined	15	6
Log-skiddy	15	6
First machinist, planing and moulding (keeps own knives)	17	6
Second machinist, planing and moulding	16	0
Circular travelling bench headman	17	0
Circular travelling bench tailman	15	6
Ordinary other labour	15	0
Youths sixteen years of age	9	0
Youths seventeen years of age	11	0
Youths eighteen years of age	13	0
Leading boxmaker (where four or more boxmakers are employed)	16	0
Other boxmakers	15	0
Coopers	17	6
Coopers' assistants	15	0

Youths.

12. Youths may be employed in the factory portion of country sawmills at not less than the following rates of wages :—

	Per Week.		
	£	s.	d.
Sixteen years of age	1	5	0
Seventeen years of age	1	10	0
Eighteen years of age	2	0	0
Nineteen years of age	2	8	6
Twenty years of age	3	0	0

"Factory portion" shall mean an establishment or part of an establishment in which logs are not broken down.

Payment of Wages.

13. All wages shall be paid at not more than half-monthly intervals.

Overtime and Holidays.

14. (a.) All time worked outside of or in excess of the hours mentioned in clause 10 hereof shall count as overtime, and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b.) For work done on Sundays, Christmas Day, and Good Friday double time shall be paid.

(c.) For work done on New Year's Day, Anniversary Day, Easter Monday, and Boxing Day, time and a half shall be paid.

(d.) A vote of the workers at each country mill may be taken whether any of the above holidays shall be observed or not. Where worked in response to a vote of the workers only ordinary rates of wages shall be paid.

GENERAL PROVISIONS APPLYING TO ALL TOWN AND COUNTRY SAWMILLS

Scope of Award.

15. This award shall apply only to employers carrying on business in the Wellington Industrial District outside a radius of twenty-five miles from the Chief Post-office, Wellington.

Term of Award.

16. This award shall come into force on the 1st day of January, 1926, and shall continue in force until the 31st day of December, 1927.

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 14th day of December, 1925.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The Court deferred the making of this award until it had heard the Northern District dispute. This award, as far as possible, is based on the Northern District award.

F. V. FRAZER, Judge.