

(8467.) NORTHERN INDUSTRIAL DISTRICT (EXCEPT GISBORNE
JUDICIAL DISTRICT) TIMBER-WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern 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 Auckland Timber-workers Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned persons, firms, and companies (hereinafter called “the employers”):—

Auckland Sawmillers and Woodware-manufacturers' Industrial Union of Employers.

Allen, Wolsey, Morningside, Auckland.

Anderson, H. S., Dargaville.

Auckland Harbour Board, Auckland.

Auckland Timber Company, Newmarket.

Auckland Veneer Timber Company (Limited), Onehunga.

Baigent, S. E. and A. G., Pirongia.

Bartholomew Timber Company (Limited), Te Whetu.

Bates, James, Hunua, Papakura.

Bay of Plenty Timber Company (Limited), Pongakawa.

Bond Bros., Devonport.

Boyd and Co., Kaingaroa.

Brown and Sons, Te Kopuru.

Bullock, Fred., Timber-merchant, London Street, Hamilton.

Cammens Limited, Mamaku.

Canada Casing Company, Southdown.

Casey, W., Beaumont Street, Freeman's Bay.

- Cashmore Bros., Newmarket.
 Colonial Ammunition Company, Mount Eden, Auckland.
 Coulthard and McCallum, Whakapara.
 Cullett, H. C., Ellerslie.
 Egmont Box Company (Limited), Te Paena, Kakahi.
 Ellis and Burnand (Limited), Hamilton.
 Ellis Veneer Company (Limited), Manunui.
 Endcan, J., Taumarunui.
 Farmers' Union Trading Company (Limited), Hobson Street,
 Auckland.
 Foster and Telfer, Whangarei.
 Frankham, C. H., and Sons, Pirongia.
 Frankham, C. H., Newmarket.
 Gibbons, R. P. (Limited), Kopu.
 Goldie, D., and Son, King's Drive, Auckland.
 Grange, H., Newmarket.
 Henderson and Pollard, Mount Eden.
 Hibbert and Valpy, Taringamutu.
 Howard, J. T., and Co., Whanganui.
 Hoyle, H. H., Shortland, Thames.
 Hunter Bros., Waitekerei.
 Hunua Timber Sawmilling Company, Piriaka.
 Kauri Timber Company (Limited), Auckland.
 King Bros., Kohukohu, Hokianga.
 Krause, E. F., Te Karaka.
 Lane, T. M., and Sons, Totara North.
 Lee and Russell, Eden Terrace, Auckland.
 Le Manquais, Lamb, and Co., Paeroa.
 Leyland-O'Brien Timber Company (Limited), Auckland.
 Lovatt, C. R., Whangarei.
 McColl Timber Company (Limited), Onehunga.
 Martin and Sons, Oparau, Kawhia.
 Matakana Sawmills (Roki Bros., Limited), Warkworth.
 Matamata Timber and Hardware Company, Matamata.
 Matai Sawmilling Company, Owango and Penrose.
 Matiere Sawmilling Company, Matiere.
 Maunder, A. H., and Sons, Warkworth.
 Millars West Australian Jarrah Hardwood Company (Limited),
 Auckland.
 Molesworth and Co., Hamilton East.
 Morningside Timber Company (Limited), Morningside.
 Muir's Gold-reefs (Limited), Te Puke.
 National Timber Company, Ngongotaha.
 New Zealand Co-operative Dairy Company (Limited), Hamilton.
 New Zealand Farmers' Fertilizer Company (Limited), Te
 Papapa, Onehunga.
 New Zealand Home Builders, Auckland.
 Nicks, G., Madden Street, Auckland.

Odlin, C. and A., Newmarket.
 Okahukura Sawmilling Company (Limited), Okahukura, Taumarunui.
 Palmer. R., and Sons, Oruanui, Taupo.
 Papakura Sawmilling Company, Papakura.
 Park, A. J., Mairia, Te Kuiti.
 Parker-Lamb Timber Company (Limited), Auckland.
 Patate Sawmills (Limited), Manunui.
 Peacocke and Co. (Limited), Te Karaka.
 Rangiora Timber Company (Limited), Kohukohu.
 Rangitikei Sawmilling Company (Limited), Newmarket.
 Richardson Bros. (Limited), Papakura.
 Roe, A. W., Mamaku.
 Roke Bros., Matakana.
 Roose Shipping Company, Mercer.
 Rotoiti Timber Company, Rotorua.
 Segar, J. F., Newmarket.
 Selwyn Timber Company (Limited), Auckland.
 Slater Bros., Victoria Valley.
 Smith, H., and Sons, Piriaka.
 Smith, W., and Son, Okahukura, Taumarunui.
 South Taranaki Building and Investment Company (Limited),
 Te Whetu, via Putaruru.
 Speight, Pearce, Nicholl (Davys Limited), Cambridge.
 Steele Bros. (Limited), Mamaku.
 Stevens and Henderson, Taumarunui.
 Stevens, Henderson, and Co., Manunui.
 Tamaki Sawmilling Company (Limited), Newmarket.
 Taringamutu Totara Sawmills (Limited), Taumarunui.
 Taupo Totara Timber Company (Limited), Auckland.
 Taupo Totara Timber Company (Limited), Mokai.
 Taupo Totara Timber Company (Limited), Putaruru.
 Tauranga Rimu Timber Company (Limited), Tauranga.
 Tauranga Sawmilling Company (Limited), Tauranga.
 Te Puke Sawmilling Company, Te Puke.
 Union Box and Packing-case Company (Limited), Rawene.
 Wackrow and Bartholomew, Taumarunui.
 Waikato Sawmilling Company, Te Hoe.
 Waotu Timber Company, Putaruru.
 Watkins Bros. (Limited), Kakahi.
 West, C., Helensville.
 Whangape Timber Company (Limited), Whangape.
 Whangarei Timber Company (Limited), Whangarei.
 Wilson, I., Mokauiti, Main Trunk.
 Wood and Son, Kenrick Street, Te Aroha.
 Wrathall, John, Rotorua.

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

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Definitions.

1. (a.) " First drag " is one working direct from a travelling circular saw, breakdown, or band-mill.

(b.) " First goose saw " is one working direct from a travelling circular saw, breakdown, or band-mill.

(c.) " Ordermen " are those engaged in getting out orders.

(d.) " Tallymen " shall mean order-men who, in addition to their ordinary duties as ordermen, make out their own specifications and consignment-notes.

(e.) " Country mills " are mills, yards, or factories situated outside a radius of ten miles from the Chief Post-office, Auckland.

Hours of Work.

2. Except where otherwise provided in clause 16, the hours of work to be observed in the mills, yards, and factories shall not exceed forty-seven hours per week.

3. The hours to be worked shall be from 7.30 a.m. to noon, and from 1 p.m. to 5 p.m. during the first five days of the week, and from 7.30 a.m. to noon on Saturdays, except that during the months of May, June, and July the hours may be from 7.30 a.m. to noon, and from 12.40 p.m. to 4.40 p.m. The hours may be adjusted by arrangement with the union to suit the varying conditions, provided that not more than eight hours and a half be worked in any one day, between the hours of 6 a.m. and 6 p.m., and not more than forty-seven in one week.

Overtime and Holidays.

4. Other time not provided for in clauses 2 and 3 hereof shall be considered overtime, and shall be paid for at the rate of time and a half for the first four hours, and thereafter double time; but if the overtime worked is for the purpose of repairing any breakdown in the machinery or appliances, causing a stoppage of any part of the mill, the extra time required to effect the necessary repairs shall not be paid for at overtime or holiday rates, but at ordinary rates.

5. Any work done on Sundays, Christmas Day, Good Friday, and Anzac Day shall be paid for at double-time rates; work done on other holidays stipulated shall be paid for at the rate of time and a half; but this clause is subject to the provisions of clause 4.

6. The following holidays shall be observed: New Year's Day, the day following, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, and (in cities and towns where generally observed) Anniversary Day. Another day may be substituted for any of the above-mentioned holidays, except Christmas Day, Good Friday, and Anzac Day, by agreement between an employer and the majority of the workers at any country mill.

Night Shifts.

7. When night shifts are worked the employers shall as far as possible arrange the shifts in accordance with the wishes of the workers concerned. Night-shift workers shall receive an additional sum of 1s. per shift of eight hours on ordinary rates, but overtime clauses are not to apply. Night-shift workers shall observe holidays on night of holiday.

Boys.

8. Wages of boys shall be adjusted by the secretary of the union and the employers, and if they are unable to agree the matter shall be referred to the Conciliation Commission or other person mutually agreed upon, the boy in the meantime to be paid at the rate offered by the employer; and when his wages are finally decided on they are to

be retrospective, but not for a longer period than one month. When a boy is engaged the employer shall notify the union or its agent with a view to fixing the boy's wages.

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 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.

Payment of Wages.

10. The rate of wages set forth in this award shall be paid irrespective of the age of the worker. Wages shall be paid in full as follows: Town, weekly; country, half-monthly. No worker shall be kept waiting for his wages more than fifteen minutes after attending for payment.

Preference.

11. (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, pro-

vided 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 9d. 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.

(c.) Whenever an employer shall engage any worker who is not a member of the union he shall, within three days thereafter, give notice in writing of such engagement to the secretary of the union.

Casual Workers.

12. Casual workers shall be paid at the rate of 1s. 11d. per hour.

Termination of Engagement.

13. Twenty-four hours' notice of termination of the services of any worker shall be given by the employer to the worker, or by the worker to the employer; but this shall not affect the right of the employer to dismiss a worker without notice for good cause, nor shall it apply to casual workers.

Foremen.

14. This award shall not apply to foremen, they being members of the manager's staff.

Small Machines and Saws.

15. The wages for workers (not being adults) working small machines and saws, such as mortice-machine, tenon-machine, shaper, door-sander, and relisher, &c., not mentioned in this award shall be adjusted by the workers' union official and the employer concerned. If unable to agree the Conciliation Commissioner shall have power (after hearing the parties concerned) to finally adjust the dispute.

Night-watchmen.

16. The minimum wage for night-watchmen shall be £3 19s. per week. The hours of work shall not exceed sixty-three per week. Any time worked by him in excess of sixty-three hours per week shall be considered overtime and paid for at the rate of time and a half. Night-watchmen employed for more than nine months in any one year shall be entitled to fourteen days' holiday on full pay each year. Holiday and Sunday watchmen, and watchmen employed on Saturday afternoon, shall be paid not less than 1s. 11d. per hour.

Filing Saws.

17. Head sawyer who keeps and hammers the saws on the twin, or travelling, or first drag-saw benches in mills where no saw-doctor is kept shall be paid 2s. extra per day to the schedule wage: Provided that this clause shall only apply to one man in each mill.

Minimum Rate of Wages.

18. (a.) The following shall be the minimum rate of wages for the several classes of workers hereinafter specified:—

	Per Day of Eight Hours.	
	s.	d.
Headman on band-mill	17	0
Dogger and setter	15	6
Dogger and setter assistant	15	0
Headman on twin saws	17	0
Turning down at band-saw	15	0
Head, breaking-down saw	16	0
Tail, breaking-down saw	15	6
Head, circular saw (travelling)	17	0
Tail, circular saw (travelling)	15	6
Wedge, circular saw (travelling)	15	0
Headman, band-saw edger	16	0
Tail, band-saw edger	15	6
Head, first drag-saw	16	0
Tail, first drag-saw	15	8
Head, second drag-saw	15	8
Tail, second drag-saw	15	0
Headman, recutter or band recutter saws	16	0
Tailman, recutter or band recutter saws	15	0
Headman, recutter saw (not an adult)	11	4
Tailman, recutter saw	9	10
Men in charge of two deal frames or gang-saws	15	6
Men in charge of one deal frame or gang-saw	15	0
Log-jigger saw	15	6
Log-getters	15	6
Man in charge of first goose-saw	15	6
Other goose-saws, if adults	15	0
First assistant saw-doctor	15	6

		Per Day of Eight Hours.	
		s.	d.
Other assistant saw-doctors, if adults	15	0
Slipmen who class timber	15	6
Men in charge of slip-truck who class and stack timber	15	6
Machine-feeders, yard, slab, sawdust, shaving men	15	0
(But employers may engage machine-feeders, yard slab, sawdust, shaving men who are inexperienced at the work at 13s. 10d. per day for a period not exceeding three months).			
Horse-drivers	15	0
Engine-drivers who require to hold a first-class certificate	17	6
Engine-drivers who require to hold a second-class certificate	16	6
Uncertificated drivers, when employed in mills	15	6
Stokers	15	6
Blacksmiths	16	0
Head mill-carpenter	17	0
Second mill-carpenter	15	6
Blacksmith strikers	15	0
Ordermen	16	0
Machinemen who make and keep their own irons	17	6
Machinemen who set up machines	16	0
Dressed-timber sorters	15	0
Workers not specified	15	0
Tallymen	16	6
Box-nailers, if adults	15	0

(b.) Where an engine-driver or fireman is required to get up steam in the morning and to bank his fires at night, and this involves working beyond forty-seven hours per week, he shall be paid the sum of 1s. 6d. per day for such work in addition to the aforesaid wages.

Accommodation.

19. Where necessary and practicable, the employer shall, if required by the union, provide a shower-bath, facilities for drying clothes, and a suitable room to enable the employees to partake of meals with reasonable comfort: Provided that the requirement of a shower-bath shall apply only to country mills.

In the event of an employer objecting to provide all or any of such accommodation on the grounds of its being impracticable or unnecessary, the matter shall be referred to the local Conciliation Commissioner, who shall determine whether or not all or any of such accommodation shall be provided, having regard to the circumstances and merits of each particular case.

Fuel for Firing.

20. So far as may be practicable, all coal or wood required for firing purposes shall be placed reasonably convenient to the furnace.

Scope of Award.

21. The operation of this award is limited to that portion of the Northern Industrial District outside the Gisborne Judicial District.

Term of Award.

22. 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 indicated to the advocates that it would fix the minimum rate at 15s. per day, after which they agreed on the remaining clauses of the award.

F. V. FRAZER, Judge.
