

(10428.) TARANAKI (TOWN MILLS) TIMBER-YARDS AND SAWMILLS
EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Taranaki Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925 ; and in the matter of an industrial dispute between the undermentioned persons, firms, and companies (hereinafter called “ the employers ”) :—

New Plymouth.

Boon Bros., Ltd., Timber-merchants
Brown, Hy., and Co., Ltd., Timber-merchants
Cleland and Son, Timber-merchants, Fitzroy
Jones and Sandford, Ltd., Timber-merchants
New Plymouth Sash and Door Factory and Timber Co., Ltd.,
Timber-merchants

Inglewood.

Leech, A., Timber-merchant

Stratford.

Boon, Jos. W., Timber-merchant

Eltham.

Egmont Box Co., Ltd., Timber-merchants

Hawera.

Syme, Geo., and Co., Ltd., Timber-merchants
Tong, J. W., Ltd., Timber-merchants

and

The New Plymouth Timber-yards and Sawmills Industrial
Union of Workers, New Plymouth (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 December, 1933, 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 25th day of March, 1933.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

CONDITIONS OF EMPLOYMENT AND WAGES APPLICABLE TO WORKERS
EMPLOYED IN TOWN MILLS.

Definition of Town Mill.

1. For the purposes of this award a "town mill" shall mean a sawmill or timber-yard operating in any of the following towns : New Plymouth, Waitara, Inglewood, Stratford, Eltham, Hawera, Opunake, and Patea.

Hours of Work.

2. The hours of work to be observed in town mills, yards, and factories shall not exceed forty-seven hours per week, to be worked between 7.30 a.m. and 5 p.m. during five days of the week, and between 7.30 a.m. and noon on one day of the week.

Wages.

3. (a) The following shall be the minimum rates of wages to be paid to workers employed in town mills:—

	Per Hour.	
	s.	d.
Saw-doctor	1	10
First machinist	1	9
Second machinist	1	7
First sawyer	1	8
Second sawyer	1	6½
Boxmakers	1	6½
Yard or order men	1	7
Yard labourers and casual workers	1	6
Engine-drivers, first class	1	8
Engine-drivers, second class	1	7
Stoker	1	6

(b) Wages shall be paid in cash weekly or fortnightly at the employer's option.

Employment of Boys or Youths.

4. (a) Boys and youths may be employed in any yard, mill, or factory in the following proportion: In any sawmill yard, one boy or youth to every four fully paid workers or fraction of four workers in such yard; in any mill or factory, one boy or youth to every three fully paid workers or fraction of three workers in such mill or factory.

(b) *Wages.*—The wages of boys and youths shall be adjusted by the secretary of the union and the employer, and, if they are unable to agree, the matter shall be referred to and determined by the local Inspector of Factories or such other person as shall be mutually agreed upon. The boy in the meantime shall be paid the rate offered by the employer, and the rate finally agreed upon shall be retrospective, but not for a longer period than one month.

(c) When a boy or youth is engaged the employer shall notify the union or its agent, without undue delay, with a view to fixing the boy's or youth's wages.

Overtime.

5. (a) Any time worked in any one week in excess of the hours provided in clause 2 hereof shall be paid for at the rate of time and a quarter for the first four hours and time and a half thereafter.

(b) When any worker is required to work overtime to repair any breakdown of machinery necessarily causing the stoppage of the factory or works only ordinary time rates shall be payable in respect of such work.

Termination of Engagement.

6. Forty-eight 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.

Holidays.

7. (a) Any work done on Sundays, Christmas Day, Good Friday, and Anzac Day shall be paid for at double 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 5 (b).

(b) The following holidays shall be observed : New Year's Day and the day following, Good Friday, Easter Monday, Christmas Day, Boxing Day, and Labour Day.

First-aid Outfit.

8. A St. John Ambulance outfit, or similar first-aid kit, shall be placed in each mill covered by this award, and the employer shall see that all bandages and antiseptics are available.

Foremen and Head Yardmen.

9. This award shall not apply to foremen or head yardmen, they being members of the manager's staff.

Matters not provided for.

10. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned, and, in the first instance, the secretary of the union, and in his absence the president or other accredited representative of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local Inspector of Awards, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Inspector of Awards, 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.

Under-rate Workers.

11. (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.

12. (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 1s. per week for the first month's membership, and thereafter 13s. per quarter or £2 per annum, at the option of the member, 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. 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.

Scope of Award.

13. This award shall apply to persons, firms, and companies carrying on business in the following towns within the Taranaki Industrial District—viz., New Plymouth, Waitara, Inglewood, Stratford, Eltham, Hawera, Opunake, and Patea.

Term of Award.

14. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of January, 1933, 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 December, 1933.

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 25th day of March, 1933.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The provisions of the recommendations of the Conciliation Council relating to drivers have been deleted, in the absence of proof that a majority of the drivers desired to be brought under this award. The rules of the Timber-workers' Union are wide enough to include drivers in town mills, but these drivers in the past have been covered by the Motor and Horse Drivers' award, which has now been cancelled. The Court, however, is of the opinion that unless the Timber-workers' Union can be shown to represent the drivers in question, those drivers should not be included in the Timber-workers' award.

F. V. FRAZER, Judge.