

WESTLAND INDUSTRIAL DISTRICT.

(10469.) WESTLAND TIMBER-YARDS AND SAWMILLS EMPLOYEES.— AWARD.

In the Court of Arbitration of New Zealand, Westland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Westland Timber-yards and Sawmills Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Ahaura Sawmills, Ltd., Ahaura.
Atarau Sawmilling Co., Sawmillers, Moonlight.
Bradley, L. A., Sawmiller, near Murchison.
Brandsen, C. E., Sawmiller, Inangahua Landing.
Brandsen, E. E. J., Inangahua Landing.
Brown and Neilsson, Sawmillers, Evans Creek, South Westland.
Bryant and Bowater, Ltd., Sawmillers, Westport.
Bunt, J. M., and Co., Greymouth.
Butler Bros., Sawmillers, Ruatapu.
Canterbury and Westland Sawmilling Co., Ltd., Nelson Creek.
Dennehy, Daniel, jun., Sawmiller, Barrytown.
Diggers Sawmilling Co., Woodstock.

- Donnellan Bros., Nelson Creek.
 Egan, P., Contractor, Westport.
 Gilbert and Tomasi, Sawmillers, Kumara.
 Granite Creek Sawmilling Co., Ltd., Kumara.
 Greenstone Sawmilling Co., Sawmillers, Kumara.
 Hahn Bros., Sawmillers, Ahaura.
 Hahn, Gus and G. J., Ahaura.
 Harris and Duncan, Sawmillers, Karamea.
 Henderson, D. W. A., Sawmillers, Corby Vale, via Westport.
 Higgins and Fawcett Bros., Kokatahi.
 Hunter Timber Co., Mill Street, Westport.
 Inangahua Sawmilling Co., Inangahua Junction.
 Jack Bros., Ltd., Sawmillers, Kotuku.
 Johnston Bros. and Scarlett, Sawmillers, Karamea.
 Janieri-Hokitika Sawmilling Co., Sawmillers, Hokitika.
 Keenan, M., Sawmiller, Woodstock.
 K.K. Sawmilling Co., Ltd., Sawmillers, Greymouth.
 Kopara Sawmilling Co., care of Wild and Robertson, Greymouth.
 Kumara Timber Co., Sawmillers, Kumara.
 Lake Brunner Sawmilling Co., Sawmillers, Ruru.
 Levett, H. J., South Westland.
 Levett, W. A., South Westland.
 Levy, Otto, Ngakawau.
 McDermott, W., and Mather, D., Sawmillers, Jacksons.
 McDonald, J., Ngakawau.
 Malfroy and Co., Sawmillers, Hoho, Hokitika.
 Marris, S. J., and Sims, A., Sawmillers, Mokihinui.
 Midland Sawmilling Co., Ltd., Sawmillers, Greymouth.
 Mitchell, F., Charleston.
 Morris and Woollett, Whangapeka, via Westport.
 Murphy, T., Contractor, Cape Foulwind.
 Name and Party, Sawmillers, care of E. Becker, Kumara.
 New Forest Sawmilling Co., Ltd., Nelson Creek.
 Newman, R., and O'Neill, J., Sawmillers, Kokiri.
 Norris Bros., Sawmillers, Buller Road, Westport.
 Ogilvie and Co., Ltd., Sawmillers, Gladstone.
 Okuku Sawmill Co., Sawmillers, Kumara.
 Omoto Sawmilling Co., Ltd., Kaiata.
 Parker Bros., Sawmillers, Blackwater.
 Perry, W., and Co., Sawmillers, Hokitika.
 Power, R. J., Sawmiller, Aicken's.
 Pugh, H., and Co., Sawmillers, Otira Road, Kumara.
 Red Jacks Sawmilling Co., Ngahere.
 Rough River Sawmilling Co., Ltd., Sawmillers, Totara Flat.
 Stratford Blair and Co., Ltd., Sawmillers, Greymouth.
 Stuart and Chapman, Ltd., Sawmillers, Ross.
 The Bruce Bay Sawmilling Syndicate, Bruce Bay, South Westland.
 The Celtic Mining Party, Sawmillers, Seddonville.
 The Rimu Gold Dredging Co., Ltd., Hokitika.
 Thompson, A. R., trading as The Moonlight Sawmilling Co., Moonlight.
 Totara Valley Sawmilling Co., Sawmillers, Charleston.
 Turiwhate Sawmilling Co., Sawmillers, Otira Road, Kumara.
 United Sawmills, Ltd., Greymouth.
 Wallis, A. R., Ltd., Sawmillers, Greymouth.
 Ward's Road Sawmilling Co., Hokitika.
 Watson and Sons, Sawmillers, Kumara.
 Watson, R. T., Sawmiller, Ngakawau.
 Westport Coal Co., Ltd., Sawmillers, Mokihinui.
 William Wadsworth's Box Factory and Sawmill, Inangahua Junction.

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 March, 1934, 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 29th day of May, 1933.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Wages.

1. (a) The following shall be the minimum rates of wages:—

	Per Week.		
	£	s.	d.
Fireman and night-watchman	3	10	0
	Per Day.		
	s.	d.	
Leading yardman	14	0	
Tallyman (on such work only)	12	0	
Saw-doctor	16	0	

	Per Day.	
	s.	d.
Motor-lorry driver	14	0
Sawyer (keeping up to three saws)	16	8
Sawyer (keeping up to one saw)	15	2
Benchman and bandsawyer	15	0
Leading breakerdown	14	0
Second breakerdown	13	0
Carriageman	13	0
Tailer-out	14	0
Blacksmith and jobber	13	6
Docker, hand-saw	12	0
Fiddler, hand-saw	13	0
Machinist	15	0
Gang sawyer	12	0
Firewood-cutter for mines	13	0
Prop-cutter for mines	13	0
Loco-driver	15	0
Traction-engine driver	15	0
Leading bushman	15	0
Second bushman	14	0
Snigger	15	0
Horse trolleyman (logs)	13	0
Dogger-on and tracker	14	0
Winchman	13	0
Leading tramwayman	13	0
Engine-driver, first-class	14	0
Engine-driver, second-class	13	0
Engineer	15	0
Millwright	15	0
Carpenter	14	0
Carpenter, if uses own tools.. ..	15	0
Motor-tractor driver	14	0
Engine-driver, not holding certificate	12	6
Sleeper-squarer	13	0
Firewood-cutter, other than for mines	12	0
Engineer, certificated, in charge of steam-boat	15	0
Assistant steam-boat man	13	0
All other men, as follows: Edger; slipman; runner-off; turner-down; fireman, mill; docker, steam-saw; slabby; fiddler, steam- saw; assistant yardman; horse-driver, mill to siding; steerer, traction-engine; fireman (loco assistant); tramway workers other than leading man	11	6

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

(c) Employers may engage machine-feeders, yard, slab, sawdust, and shaving men who are inexperienced at the work at 9s. per day for a period not exceeding two months.

(d) The wages of boys under eighteen years of age, who are not specified under schedule 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 the Conciliation Commissioner 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 they shall 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 within ten days, with a view to fixing the boy's wages.

Hours of Work.

2. (a) The hours of work shall not exceed forty-eight in any week, and, except where otherwise agreed between the workers at any mill, the union executive, and the employer, the daily hours shall not exceed eight hours and three-quarters.

(b) The time for beginning and ceasing work in any mill shall, when desired by a majority of the men employed at such mill, be so arranged as to provide for a Saturday half-holiday.

(c) All wages shall be paid on an hourly basis.

Overtime.

3. (a) Time worked in excess of eight and three-quarter hours per day shall be paid for at the rate of time and a quarter for the first three hours and time and a half thereafter.

(b) Leading yardmen shall not be paid overtime for work done in the ordinary course of their occupation.

(c) The foregoing limitations to the working-hours shall not apply to any worker employed in getting up steam for the machinery in the mill of the employer, or in making the daily preparation for the ordinary daily work of the mill; but the periodical cleaning-out of boilers shall not be deemed to be part of such preparation.

(d) If the overtime worked is for the purpose of repairing any defect 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 overtime or holiday rates, but at ordinary rates.

Holidays.

4. (a) The following holidays shall be observed: Christmas Day, New Year's Day, Good Friday, Easter Saturday, Easter Monday.

Sovereign's Birthday, Labour Day, Anzac Day, and annual-meeting day of the union: Provided that by mutual agreement between the union and the employers another day or days may be substituted for Sovereign's Birthday, and/or Labour Day.

(b) Work done on Good Friday, Christmas Day, Sundays, Anzac Day, New Year's Day, or the annual-meeting day of the union, subject to clause 3 (c), shall be paid for at double ordinary rates.

(c) Where an employer requires workers to work on Good Friday, Easter Saturday, Easter Monday, Sovereign's Birthday, or Labour Day, time and a half rates shall be paid for all work done: Provided, however, that where another day is observed in substitution for Sovereign's Birthday or Labour Day, time and a half rates shall be paid for work done at the request of the employer on the day or days observed as holidays, and ordinary time rates only for work done on the days in respect of which a substitution has been made.

(d) Should a majority of the workers at any mill decide by ballot that any one or more of the days mentioned in the last preceding subclause shall not be observed as a holiday or holidays, such day or days shall be deemed to be ordinary working-days, and work done thereon shall be paid for at ordinary time rate only: Provided, however, that this subclause shall not operate in respect of any days which it has been agreed shall be observed in substitution of Sovereign's Birthday, and/or Labour Day.

(e) Either side may require such ballot to be taken, in which event the same shall be conducted by the mill agent or secretary of the union and the employer concerned.

(f) The union shall give not less than twenty-one days' notice of the date of its annual meeting by advertisement published in the two Greymouth papers.

Engine-drivers or Firemen.

5. So far as may be reasonably practicable, all coal or wood required for fire purposes shall be tipped conveniently to the furnace for the drivers or firemen employed thereat; but in cases where the driver or fireman is not fully occupied in firing or driving he shall tip his own coal or wood, or perform any other class of work he may be called upon to do.

Travelling-time.

6. When men are engaged to perform work over a 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.

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 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.

8. If and so long as the rules of the workers' union shall permit any person now employed in the trade in the Westland Industrial District or residing therein and any person who may hereafter reside in the Westland Industrial District, and who is a competent worker, and of good character and of sober habits, to become a member of the union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions not exceeding 1s. per week (whether payable weekly or not) upon the written application or otherwise of the person so desiring to join the union, without ballot or other election, then and in such case employers shall when engaging workmen employ members of the union in preference to non-members, provided that there are members of the union equally competent with non-members to perform the work required to be done and ready and willing to undertake it; but this award shall not compel any employer to dismiss or refuse to continue in his employment any persons now legally employed by him.

Payment of Wages.

9. (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. Five days only shall be allowed to an employer to make up pay-sheets and pay out wages after the expiration of each period.

(b) If the majority of workers at any mill request by ballot conducted by the secretary of the union and the employer, that wages be paid at other intervals than those provided in subclause (a) hereof, the employer may act in accordance with such request.

(c) Where the employment is terminated the worker shall be paid all wages due at the expiration of the notice as provided in clause 10 hereof. Such payment may be made by cheque.

(d) A worker may, by writing, request that his wages or part thereof may be paid elsewhere than at the mill, or to any person named by him, and until withdrawn by notice in writing such request shall be acted upon by the employer and worker, and in such case wages may be paid otherwise than in cash.

Termination of Employment.

10. For hourly employees 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, and in the case of weekly employees one week's notice shall be given by either party; but this shall not affect the right of the employer to dismiss a worker without notice for good cause, or the worker to leave the employer without notice for good cause.

Firewood.

11. Slabs, other than those prepared for firewood, shall be supplied to workers for their own household use free of cost at the mill.

House-rent.

12. House-rent shall be at the rate of not more than 1s. per room per week.

Accident and First-aid Outfits.

13. (a) A bushman shall not be required to work beyond calling distance from another worker, except in cases where it is not reasonably practicable to observe this requirement.

(b) A suitable first-aid outfit, together with a stretcher, shall be provided and maintained at each mill.

(c) The employer shall see that stretchers, bandages, splints, and antiseptics are available at bush winches, and the winchman shall be responsible for their proper care.

Bush Huts.

14. Where temporary shelters are required for the convenience of bush workers during crib-time, the employer shall provide the necessary materials for same.

Winch-drivers.

15. All winch-drivers shall be afforded protection from wet weather.

Shower-baths and Drying of Clothes.

16. A shower-bath and facilities for drying clothes shall be provided at such mills as the Disputes Committee hereinafter provided for shall decide, and the nature of, sufficiency or otherwise of, the appointments shall be decided by the committee, having regard to the circumstances and merits of each particular case.

Clocks.

17. It shall be the duty of the employer to provide a clock in good working-order at each mill, such clock to be placed in a conspicuous place visible to workers.

Duties.

18. Workers may be required to perform any duty required of them: Provided that if they are required to perform any work for which higher rates are specified, they shall be paid such higher rates while employed on such work.

A worker who has finished his usual work shall assist any other worker in need of assistance, and any work so performed by him shall be deemed to be the worker's usual work for the time he is so engaged.

Disputes Committee.

19. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded, but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatever arising out of or connected therewith and not specifically dealt with in this award, every such dispute or difference as the same shall arise shall be referred to a committee to be composed of three representatives of the union and three representatives of the employers, such representatives to be appointed by the respective parties within fourteen days of the dispute arising, with (if either side so desires it) some independent person to be chosen as chairman, for their decision. If the committee is unable to agree in any particular case as to the independent person to be chosen as chairman, then, failing a Stipendiary Magistrate in the Westland Industrial District agreeing to act as chairman, the resident Inspector of Awards shall be chairman for the time being, and he shall have a casting-vote, but not a deliberative vote. The decision of a majority of the committee shall be binding, subject only to the right of either party to appeal to the Court against any decision of the Disputes Committee upon giving written notice of such appeal to the other party within fourteen days after the decision of the Disputes Committee has been given.

Scope of Award.

20. This award shall operate throughout the Westland Industrial District.

Term of Award.

21. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of March, 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 1st day of March, 1934.

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 29th day of May, 1933.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court was the date of the coming into force of the award. In other respects the award embodies, without material alteration, the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.
