

WESTLAND INDUSTRIAL DISTRICT.

(10715.) 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 under-mentioned persons, firms, and companies (hereinafter called “the employers”):—

Ahaura Sawmills, Ltd., Ahaura.
 Aritika Sawmill Co., Aritika, Oira Line.
 Atarau Sawmilling Co., Moonlight.
 Avery, R., Motor-Lorry Proprietor, Ross.
 Becker and Neame, Sawmillers, Hokitika.
 Bradley, L. A., Sawmiller, New Creek, Lyell.
 Bransden, E. E. J., Sawmiller, Inangahua Junction.
 Brown and Nilson, Sawmillers, South Westland.
 Bruce Bay Timber Co., Ltd., Kanieri Road, Hokitika.
 Bryan and Bowater, Ltd., Sawmillers, Westport.
 Butler Bros., Ltd., Ruatapu.
 Cameron, M., Lorry-proprietor, Ross.
 Canterbury and Westland Sawmilling Co., Ltd., Nelson Creek.
 Crompton, F., Te Te Ho, South Westland.
 Estate of R. T. Watson, Sawmiller, Ngakawau.
 Fahey Bros., Lorry-proprietors, Kumara.
 Gilbert Tomasi, Ltd., Sawmillers, Kumara.
 Graham Bros., The Forks, Harihari, South Westland.
 Granite Creek Sawmilling Co., Ltd., Kongahu, via Westport.
 Hahn Bros., Sawmillers, Ahaura.
 Hari Hari Boxmaking Co., Ltd., Harihari, South Westland.
 Harris and Duncan, Sawmillers, Karamea.
 Higgins and Fawcett Bros., Ltd., Sawmillers, Kokatahi.
 Higgins, L. S., Lorry-proprietor, Kokatahi.
 Hunter Timber Co., Mill Street, Westport.
 Inangahua Sawmilling Co., Inangahua Junction.
 Ingles, W. J., Lorry-proprietor, Kumara.
 Jack Bros., Ltd., Sawmillers, Kotuku.
 Johnston Bros., and Scarlett, Sawmillers, Karamea.
 Kanieri-Hokitika Sawmilling Co., Ltd., Hokitika.
 K.D.V. Boxes, Ltd., McDonald Street, Morris Siding.
 Keenan, M., Sawmiller and Motor-lorry Proprietor, Woodstock.
 K.K. Sawmilling Co., Ltd., Sawmillers, Greymouth.
 Kumara Timber, Ltd., Sawmillers, Kumara.
 Lake Brunner Sawmilling Co., Ruru.
 Levy, O., Sawmiller, Ngakawau.
 Malfroy and Co., Ltd., Sawmillers, Kokitika.
 Marris and Woollett, Sawmillers, Whangapeka, via Westport.
 Martin, L., Sawmiller, Kotuku.
 McDonald, J., Sawmiller, Ngakawau.
 Midland Sawmilling Co., Sawmillers, Greymouth.
 Mitchell, F., Sawmiller, Charleston.
 Murphy, T., Cape Foulwind.
 New Forest Sawmilling Co., Ltd., Nelson Creek.

Newman Bros., Hokitika.
 Norris Bros., Sawmillers, Westport.
 Ogilvie and Co., Ltd., Sawmillers, Gladstone Siding.
 Okuku Sawmill Co., Sawmillers, Kumara.
 Omoto Sawmills, Ltd., Omoto.
 Paginini, P., The Forks, South Westland.
 Parker Bros., Sawmillers, Kumara.
 Perry, W. and Co., Sawmillers, Hokitika.
 Power, R. J., Sawmiller, Jacksons, Otira Line.
 Randall Creek Sawmilling Co., Ahaura.
 Red Jacks Sawmilling Co., Ltd., Ngahere.
 Rimu Gold-dredging Co., Ltd., The, Hokitika.
 Rooney and Pupich, Sawmillers, New Creek, Lyell.
 Rough River Sawmilling Co., Ikamatua.
 Simpson and Sons, Sawmillers, Karamea.
 South Westland Transport Co., Harihari, South Westland.
 Spiers, A. B., Lorry-proprietor, Kumara.
 Spiers, R., Lorry-proprietor, Kumara.
 Steel and Reedy, Sawmillers, Kumara.
 Stephans, A., Motor-lorry Proprietor, Hokitika.
 Stopforth, Leo., Sawmiller, Kokatahi.
 Stratford, Blair, and Co., Ltd., Sawmillers, Greymouth.
 Stuart and Chapman, Ltd., Sawmillers, Ross.
 Thompson, A., Sawmiller, Moonlight.
 Topp and Sutton, Sawmillers, Matai.
 Turiwhate Sawmill, Ltd., Kumara.
 United Sawmills, Ltd., Te Kinga and Camerons.
 Wallis, A. R., Ltd., Sawmillers, Greymouth.
 Westport Coal Co., Ltd., Granity.
 Whitehead and Arnold, Sawmillers, New Creek, Lyell.

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, 1935, and shall continue in force until the 31st day of March, 1936, 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 5th day of December, 1934.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Wages.

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

	Per Week.		
	£	s.	d.
Night-watchman and fires attendant ..	3	16	0
	Per Day.		
	s.	d.	
Leading yardman	15	0	
Tallyman (on such work only) ..	13	0	
Saw-doctor	17	0	
Motor-lorry drivers	15	0	
Sawyer, keeping up to three saws ..	17	8	
Sawyer, keeping one saw	16	2	
Breast bench sawyer	16	0	
Band sawyer	16	0	
Edger	13	0	
Slipman	13	0	
Leading breakerdown	15	0	
Second breakerdown	14	0	
Carriage man, band sawmill	14	0	
Tailer-out	15	0	
Blacksmith or jobber	14	6	
Docker, with hand-saw	13	0	
Slabby	13	0	
Fiddler, hand-saw	14	0	
Machinist	16	0	
Gang sawyer	13	0	
Runner-off	13	0	
Turner-down	13	0	
Firewood-cutter, for mines	14	0	
Prop-cutter, for mines	14	0	

				Per Day.	
				s.	d.
Assistant yardman	..	..	..	13	0
Sleeper-squarer	..	..	..	14	0
Horse-driver, mill to siding	..	..	..	13	0
Loco.-driver	..	..	..	16	0
Traction-engine driver	..	..	..	16	0
Steerer, traction-engine	..	..	..	13	0
Fireman, loco. or mill	..	..	..	13	0
Leading bushman	..	..	..	16	0
Second bushman	..	..	..	15	0
Snigger	..	..	..	16	0
Horse trolleyman (logs)	..	..	..	14	0
Dogger-on, tracker or second snigger	..	..	..	15	0
Winchman	..	..	..	14	0
Leading tramwayman	..	..	..	14	0
Other tram workers	..	..	..	13	0
Engine-driver, first ticket	..	..	..	15	6
Engine-driver, second ticket	..	..	..	14	6
Engineer	..	..	..	16	0
Millwright	..	..	..	16	0
Carpenter with tools	..	..	..	16	0
Carpenter	..	..	..	15	0
Motor-tractor driver	..	..	..	15	0
Assistant motor-tractor driver	..	..	..	13	0
Assistant motor-lorry driver	..	..	..	13	0
Engine-driver (without ticket)	..	..	..	13	6
Firewood-cutters, other than for mines	..	..	..	13	0
Engineer, certificated in charge of steam-boat	..	..	..	16	0
Assistant steam-boat man	..	..	..	14	0
Docker with steam-saw	..	..	..	13	0
Fiddler with steam-saw	..	..	..	13	0
Whistle-boy (between eighteen years and twenty years employed exclusively on the whistle string)	..	..	..	11	0

(b) 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 boys' wages.

(c) Employers may engage machine-feeders, yard, slab, sawdust, and shaving men who are inexperienced at the work at 10s. 6d. per day for a period not exceeding three months.

(d) Contractors for carrying timber from sawmills shall pay the wages and observe the conditions of this award in respect of drivers substantially employed in carting timber from such mills, and in respect of drivers not substantially so employed they shall pay to such drivers while employed in carting timber from sawmills the rate of wages herein prescribed (calculated on an hourly basis) but shall not otherwise be subject to the conditions of this award. The Court reserves power to delete or amend this subclause in the event of an award or industrial agreement being made for general motor and horse drivers.

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 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.

Holidays.

3. (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 picnic 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.

Overtime.

4. (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.

Engine-drivers or Firemen.

5. (a) 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.

(b) Where the engine-driver or winch-driver gets steam up on the job and is then informed that there is no work he shall be paid for a minimum of two hours.

Travelling Time.

6. Where 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. Where the distance is more than three miles, the employer shall provide a conveyance driven by oil, steam, or motor.

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 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.

(e) The provisions of section 4 of the Wages Protection and Contractors' Liens Act, 1908, shall apply to any contract, work, or undertaking in which workers are employed by any contractor to perform any work to which this award applies, and such workers shall have all such rights and attachment over moneys payable by the principal to the contractor as are given to workers by the said Act.

Termination of Employment.

10. For hourly workers 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 who is 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 their 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.

Pay Dockets.

20. Each employer shall, as to wages earned as from 1st January, 1935, hand to each employee a pay docket with the time worked and the wages paid per day clearly marked on such docket. The union shall provide dockets for use by the employers during the currency of the present award.

Night-watchman.

21. Where the night-watchman and fires attendant is required to do work other than look after fires and keep a lookout for outbreaks of fire, he shall be paid 1s. per shift extra.

Scope of Award.

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

Term of Award.

23. This award shall come into force on the 1st day of January, 1935, and shall continue in force until the 31st day of March, 1936.

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 5th day of December, 1935.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

Three matters were referred to the Court: (1) the conditions of night-watchmen; (2) the employment of contractors' motor-drivers; and (3) the inclusion of boxmaking factories. As to (1), the parties agreed in Conciliation Council on the same wording as in the expired award, but disagreed as to its meaning. The Court had not sufficient evidence to enable it to alter the clause, and its meaning can be decided only on evidence being forthcoming as to the recognized and accepted custom of the industry in the district, which it is not desired to change. As to (2), the Court has provided a special subclause to meet the position. As to (3), the Court has struck out from the list of parties the name of a company engaged solely in boxmaking. It has retained the name of a company that engages in bush and sawmilling operations in addition to carrying on boxmaking operations, but that company is not bound in respect of that part of its business which relates solely to boxmaking.

F. V. FRAZER Judge.