

(10846.) WELLINGTON (TWENTY-FIVE MILES RADIUS)
TIMBER-YARDS AND SAWMILLS EMPLOYEES.—AWARD.

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

Algar, E. A., Builder, Miramar, Wellington.

Barr Brown Construction Co., 23-35 Haining Street,
Wellington.

Booth, W., and Co., Timber-merchants, Constable Street,
Wellington.

Brownlee Ltd., Timber-merchants, Kilbirnie.

Campbell, George, Timber-merchant, Upper Hutt.

Cardell, E. W., Timber-merchant, Featherston Street,
Wellington.

Clark, Isaac, and Son, Builders, Wingfield Street,
Wellington.

Cook, W., and Sons, Ltd., Coopers, &c., Hutt Road,
Petone.

Esmos Timber Co., 13-15 Cuba Street, Wellington.

Evans Bay Timber Co., Evans Bay, Kilbirnie.

Fletcher Construction Co., Ltd., Cable Street, Wellington.

Fraser and Burke, Builders, Mansfield Street, Wellington.

Johns Bros., Builders, Boulcott Street, Wellington.

Knight, E. S., Builder, Vivian Street, Wellington.

Long, W. A., Timber-merchant, Ghuznee Street, Welling-
ton.

Macarthy, T. G. (Trustees in Estate of) Brewers, Tory
Street, Wellington.

McLeod, Weir, and Hopkirk, Timber-merchants, 28-34
Johnson Street, Wellington.

Meyer, J. H., Builder and Contractor, 55 Tasman Street,
Wellington.

Millar's Timber and Trading (Overseas) Co., Ltd.,
Taranaki Street, Wellington.

- New Zealand Sawmillers' Agency Co., Wakefield Street,
Wellington, and Lower Hutt.
- Odlin, C. and A., Timber and Hardware Co., Ltd., Cable
Street, Wellington.
- Parkin Bros., Builders, Edward Street, Wellington.
- Perrett, Digby E., Timber-merchant, George Street,
Wellington.
- Rough and Co., Ltd., Woodworkers, 22 College Street,
Wellington.
- Sanders, Henry, Timber-merchant, 173 Vivian Street,
Wellington.
- Scott Timber Co., Cable Street, Wellington, and Kilbirnie.
- Shell Co. of New Zealand, Ltd., Boxmakers, &c., Miramar.
- Stacey and Co., Ltd., Timber-merchants, 180 Adelaide
Road, Wellington.
- Staples, J., and Co., Ltd., Brewers, Murphy Street,
Wellington.
- Westland Timber Co., Lower Hutt.

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 21st day of July, 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 6th day of August, 1935.

[L.S.]

E. PAGE, Judge.

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SCHEDULE.

Interpretation.

1. For the purposes of this award,—

“First-class machinist” means a man who is competent to and whose duty it is, if necessary, 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 machine under his control.

“Second-class machinist” means a man who is competent to and whose duty it is to set a machine, to grind the knives and cutters, to feed a machine, 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 yardsman” means a worker who loads, unloads, and measures timber, and who is in charge of the yard.

“Orderman” means a worker whose duties include the loading, unloading, and measuring of timber, and whose chief duty it is to attend to customers and get out orders. This definition shall not be deemed to include labourers assisting ordermen and working under their direction.

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.

Hours of Work.

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

(b) On five days of the week the ordinary working-hours shall be between 7 a.m. and 5.30 p.m., with not less than three-quarters of an hour for lunch; and on one day of the week, between the hours of 7 a.m. and 12 noon: Provided that the prescribed lunch-hour may be reduced by not more than ten minutes by mutual consent between an employer and his employees conditional upon the employer giving written notice to the union of any such arrangement.

(c) In the event of any daylight-saving scheme being operated by mutual agreement between the employees and the employer in any establishment, the prescribed commencing and finishing hours may be read subject to the necessary adjustment to give effect to the scheme.

Wages.

3. The following shall be the minimum rates of wages to be paid respectively to the several classes of workers hereinafter mentioned:—

		Per Hour.	
		s.	d.
First-class machinist	1	11 $\frac{3}{4}$
Second-class machinist	1	9 $\frac{1}{2}$
First-class sawyer	1	10 $\frac{1}{2}$
Second-class sawyer	1	9
Leading boxmaker (where four or more boxmakers are employed)	1	10
Other boxmakers	1	8 $\frac{1}{2}$
Coopers	1	11 $\frac{3}{4}$
Coopers' assistants	1	8
Yard labourers	1	8
Casual labourers	1	8
		Per Week.	
		£	s. d.
Head yardmen	4	14 6
		Per Hour.	
		s.	d.
Ordermen	1	9

Overtime and Holidays.

4. (a) All time worked outside the ordinary working-hours each day shall count as overtime, and shall be paid for at the rate of time and a quarter for the first three hours, and thereafter at the rate of time and a half.

(b) For work done on Christmas Day, Good Friday, or Sunday, double time shall be paid; for work done on New Year's Day, Easter Monday, Labour Day, or Boxing Day, time and a quarter shall be paid: Provided that when workers

coming within the scope of this award are employed in the yards or factories of master builders in connection with building operations, the holiday provisions of the Carpenters and Joiners' award for the time being in force shall apply to such workers in lieu of those last herein provided.

First Aid.

5. A St. John or similar first-aid kit shall be placed in each establishment covered by this award, and shall contain the following articles:—

Triangular bandages, roller bandages, sal volatile, iodine, picric acid, boric lint, absorbent gauze, cotton wool, and sticking-plaster.

General Provisions.

6. (a) No deduction shall be made from any weekly wage fixed by this award save for time lost through sickness, injury sustained outside his employment, or default of the worker.

(b) 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.

(c) This award shall not apply to or effect any mill carrying on business substantially as a country sawmill.

(d) Any employer who employs coopers may arrange with the workers to work piecework on a log to be arranged with such workers: Provided that such workers shall not receive less than the minimum rate of wages.

Employment of Youths.

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

	£	s.	d.
Under sixteen years of age	0	12	6
Between sixteen and seventeen years of age	0	17	6
Between seventeen and eighteen years of age	1	2	6
Between eighteen and nineteen years of age	1	7	6
Between nineteen and twenty years of age	1	15	0
Between twenty and twenty-one years of age	2	2	6

Accommodation.

8. A shed or other accommodation shall be provided for outside workers in which to hang their clothing and take their meals.

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 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.

10. (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 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 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) The assessors request that employers shall, as desired at not less than monthly intervals, supply to the secretary of the union, when requested by him, a list of names of all new employees engaged during such period.

Scope of Award.

11. This award shall apply only to employers carrying on business within a radius of twenty-five miles from the General Post Office, Wellington.

Term of Award.

12. This award, in so far as it relates to wages, shall be deemed to have come into force on the 22nd day of July, 1935, 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 21st day of July, 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 6th day of August, 1935.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The only matter referred to the Court related to under-rate workers. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

E. PAGE, Judge.