

## WESTLAND INDUSTRIAL DISTRICT.

(11228.) 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.  
 Aritika Sawmill Co., Aritika, Otira Line.  
 Atarau Sawmilling Co., Moonlight.  
 Barrow, J. J., Omoto, Lorry-proprietor.  
 Blair, Gordon, Patara, Otira Line.  
 Bradley, L. A., Sawmiller, New Creek, Lyell.  
 Bransden, F. 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.  
 C.C. Carrying Co., Lorry-proprietors, Hokitika.  
 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.  
 Harihari Boxmaking Co., Ltd., Harihari, South Westland.  
 Harris and Duncan, Sawmillers, Karamea.  
 Havill, Steve, Kokotahi.  
 Higgins and Fawcett Bros., Ltd., Sawmillers, Kokotahi.  
 Higgins, L. S., Lorry-proprietor, Kokotahi.  
 Hunter Timber Co., Mill Street, Westport.  
 Inangahua Sawmilling Co., Inangahua Junction.  
 Inglis, 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.  
 K.K. Sawmilling Co., Ltd., Sawmillers, Greymouth.  
 Kumara Timber, Ltd., Sawmillers, Kumara.  
 Lake Brunner Sawmilling Co., Ruru.  
 Levett Bros., Harihari, South Westland.  
 Levy, O., Sawmiller, Ngakawau.  
 Malfroy and Co., Ltd., Sawmillers, Hokitika.  
 Marris and Woollett, Sawmillers, Whangapeka, via Westport.  
 Martin, L., Sawmiller, Kotuku.  
 McDonald, J., Sawmiller, Ngakawau.  
 McKay, R., Contractor, Kokotahi.  
 Midland Sawmilling Co., Sawmillers, Greymouth.  
 Mitchell, F., Sawmiller, Charleston.

Mouatt, N., Sawmiller, Barrytown.  
 Mumm, W. J., St. Helens, Westport.  
 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.  
 Red Jacks Sawmilling Co., Ltd., Ngahere.  
 Rooney and Pupich, Sawmillers, New Creek, Lyell.  
 Rough River Sawmilling Co., Ikanatua.  
 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.  
 Stephens, 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.  
 Tibbles, J., and Party, Sawmillers, Nelson Creek.  
 Topp and Sutton Sawmillers, Matai.  
 Turiwhate Sawmill, Ltd., Kumara.  
 United Sawmills, Ltd., Te Kinga and Camerons.  
 Waitaha Timber Co., Ltd., Waitaha, South Westland.  
 Wallis, A. R., Ltd., Sawmillers, Greymouth.  
 Westport Coal Co., Ltd., Granity.  
 Whitehead, Sawmiller, 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 26th day of October, 1936, and shall continue in force until the 26th day of October, 1937, 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 20th day of October, 1936.

[L.S.]

E. PAGE, Judge.

## SCHEDULE.

*Wages.*

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

	Per Week.		
	£	s.	d.
Nightwatchman .. .. .	4	16	0
	Per Hour.		
	s.	d.	
Leading yardman .. .. .	2	8	
Tallyman on such work only .. .. .	2	2	
Saw-doctor .. .. .	2	11	
Benchman .. .. .	2	7½	
Band-sawyer .. .. .	2	7½	
Sawyer .. .. .	3	0	
Edger .. .. .	2	3	
Slipman .. .. .	2	3	
Fireman (Mill) .. .. .	2	3	
Leading breakerdown .. .. .	2	6	
Second breakerdown .. .. .	2	3	
Carriageman .. .. .	2	3½	
Tailer-out .. .. .	2	6	
Blacksmith .. .. .	2	6	
Docker with hand saw .. .. .	2	3	
Docker with steam saw, not adult .. .. .	2	0	
Docker with steam saw .. .. .	2	3	
Slabby .. .. .	2	3	
Fiddler steam crosscut, not adult .. .. .	1	10½	

	Per Hour.	
	s.	d.
Fiddler steam crosscut .. ..	2	3
Fiddler hand crosscut .. ..	2	4
Machinist .. ..	2	6
Gang sawyer .. ..	2	3½
Runner off .. ..	2	4½
Turner down, not adult .. ..	1	10½
Turner down .. ..	2	3
Prop cutter for mines .. ..	2	4½
Assistant yardman .. ..	2	3
Assistant yardman, youth .. ..	1	9
Horse driver mill to siding—		
Under nineteen years of age ..	1	9
Over nineteen under twenty-one years of age .. ..	2	0
Over twenty-one years of age ..	2	3
<i>Bush—</i>		
Loco. driver .. ..	2	6
Fireman (loco. assistant) .. ..	2	3
Leading bushman .. ..	2	8
Second bushman .. ..	2	6
Snigger .. ..	2	7½
Horse trolleyman .. ..	2	6
Dogger on and tracker .. ..	2	6
Winchman .. ..	2	6
Leading tramway man .. ..	2	4½
Other tramway men .. ..	2	3
Whistle boy under 18 years ..	1	7½
Engine-driver, first-class .. ..	2	7½
Engine-driver, second-class ..	2	6
Engineer .. ..	2	6
Millwright .. ..	2	6½
Carpenter .. ..	2	6½
Motor-tractor driver .. ..	2	6
Motor-lorry driver .. ..	2	6
Engine-driver without certificate ..	2	4
All silver pine workers in bush ..	2	6
Firewood cutters other than for mills	2	3
Engineer certificated in charge of steamboat .. ..	2	9
Assistant steamboat man .. ..	2	4½
Motor-lorry assistant under twenty ..	1	9
Motor-lorry assistant over twenty ..	2	3
Adult workers not elsewhere provided for .. ..	2	3
<i>Boxmaking Factory—</i>		
Head machinist .. ..	2	6
Man in charge of drier .. ..	2	6

All other employees in box-factories if not covered in first part of schedule shall be dealt with as position arises as provided for under Disputes Committee clause.

(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. When a boy is engaged, the employer shall notify the union or its agent, within three days with a view to fixing the boy's wages.

(c) Employers may engage machine-feeders, yard, slab, sawdust and shaving men who are inexperienced at the work at the rate of 1s. 10½d. per hour 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) Except as otherwise provided herein the hours of work shall be 40 per week which shall as far as possible be worked on the first five days of the week, and not more than eight hours in any one day such hours to be continuous except for lunch time.

(b) In the case of repair workers up to 44 hours may be worked in any period of six continuous days such period to be as decided by the employer but no more than 160 hours shall be worked in any period of four weeks.

(c) In the case of men engaged in carting or loading timber for shipping up to 48 hours may be worked in any one week provided not more than 160 hours are worked in any period of four weeks.

(d) In the case of nightwatchmen 48 hours per week may be worked over a period of seven days.

(e) In the case of weekly workers employers shall have the right to make deductions for time lost through sickness, accident, or default.

*Getting up Steam.*

3. In addition to the hours of work set out in clause 2, men engaged in getting up steam or in making daily preparation for the ordinary daily work may in accordance with the provisions of the Factories Act be employed for up to one hour daily at ordinary rates of pay for the purpose of getting up steam or making daily preparation.

*Holidays.*

4. (a) The following holidays shall be given and paid for at ordinary rates: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, and King's Birthday.

(b) Work done on any of the above holidays or on Sundays shall be paid for at double time rates.

*Overtime.*

5. (a) Overtime in excess of the hours provided in clause 2 hereof shall be paid for at time and a half rates.

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

(c) If the overtime work 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 be paid for at the ordinary rates and not at overtime or holiday rates.

*Duties of Engine-drivers or Firemen.*

6. 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.*

7. 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 powered 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.*

8. (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 the 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.

#### *Workers to be Members of Union.*

9. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in the industry to which this award relates any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award:

Provided, however, that any non-unionist may be continued in employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards shall be deemed to be an adult.

NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.

*Payment of Wages.*

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

(c) Where workers sign a form authorizing the employer to pay their union dues to the secretary of the union, then such employer shall act in accordance with such form, and shall pay the amount to the secretary of the union in full, and any form so signed shall not under any circumstances be withdrawn.

(d) 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, provided that in the case of houses not more than six months old at the date of making this award and all future houses having a cold-water supply (either by tank or pipe) stove, wash-house, and bathroom, and reasonably well built, rent may be charged at the rate of 2s. per room per week with a maximum charge of 10s. per week.

*Accidents 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 wages are specified, they shall be paid such higher rates when employed at 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 the 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 and time worked from the commencement of this award, hand to each employee on each pay day a pay-docket with the time worked shown therein, and the class of work performed, along with the rate per hour.

*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. 6d. per shift extra.

*Contracts.*

22. Where any employer shall let any cutting contract, tramway contract, stacking or loading contract, the employees of such contractor or contractors shall be guaranteed the minimum rate of wages for the class of work done; and the sawmiller concerned shall keep same out of the contractor or contractors' moneys and pay same to such employees in the same manner as other workers are paid, as provided in clause 10 hereof. In the case of co-operative parties, all members of the party shall be guaranteed minimum wages.

*Aprons.*

23. Employers shall supply the sawyer and tailer-out with suitable leather aprons for use while employed.

*Axes at Winch.*

24. It shall be the duty of the employer to supply an axe at all winches for use on any rough work.

*Loco-driver.*

25. Where the secretary of the union considers that two men should be employed on a locomotive, then two men shall be employed unless the employer objects, in which case the matter shall be referred to the Disputes Committee as provided herein.

*Drinking-water.*

26. All employers shall see that a supply of drinking-water is available at all sawmills, and in such a position as to be handy for all men during working-hours.

*Scope of Award.*

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

*Term of Award.*

28. This award shall come into force on the 26th day of October, 1936, and shall continue in force until the 26th day of October, 1937.

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 20th day of October, 1936.

[L.S.]

E. PAGE, Judge.

## MEMORANDUM.

The only matter referred to the Court related to membership of the union. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

E. PAGE, Judge.