

**(11297.) NELSON INDUSTRIAL DISTRICT TIMBER-YARDS, SAWMILLS,
AND BOX-FACTORIES EMPLOYEES.—AWARD.**

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

- Baigent, H., and Sons, Ltd., Nelson.
- Baigent, L. and J., Belgrove and Mapua.
- Bradley, L. A., and Sons, Murchison.
- Carlsson, C. P., Tophouse, Kikawa.
- Grant, C. L., Rockville, Pakawau and Baton.
- Harford, P., Matariki.
- Heaths Ltd., Motueka.
- Hewetson and Teece, Upper Moutere.
- Hoult, E. C. M., Belgrove.
- Kerr, H., Takaka Hills.
- Parkes, P., Motueka.
- Price Bros., Motupiko.
- Robertson, F. G., Brightwater.
- Robertson, J. D. and L., Ltd., Timber-yards, Nelson.
- Russ, M. L., Hope and Howard.
- Stillwell, W. and W., and Co., Ltd., Timber-yards,
Motueka.
- Stuchbery, J. A., Ltd., Mapua.
- Taylor, W. G., Baton and Wakefield.
- The Benara Timber Co., Ltd. (Griffin and Hodgson),
Nelson.
- The Tasman Forests, Ltd., R.M.D., Lower Moutere.
- Thomas, D. H., Belgrove.
- Wadsworth and Thomas, Riwaka Valley.
- Webley Bros. and Tunnicliff, Whangamoa Hills, Nelson.
- Webley Bros., Timber-yards, Alma Lane, Nelson.
- Wilkes, W. E., Ltd., Timber-merchants, Richmond.

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 27th day of November, 1936, and shall continue in force until the 27th day of November, 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 27th day of November, 1936.

[L.S.]

— E. PAGE, Judge.

SCHEDULE.

Hours of Work.

1. (a) The hours of work, except as otherwise provided herein, shall be forty per week, which shall as far as possible be worked in 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 case of repair workers and drying-kiln attendants, up to forty-four hours may be worked in any period of six continuous days, such period to be as decided by the employers, but no more than 160 hours shall be worked in any period of four weeks.

(c) In case of men engaged in carting or loading timber, up to forty-eight hours may be worked in any one week, provided that no more than 160 hours be worked in any period of four weeks.

(d) In case of night-watchmen, forty-eight hours per week may be worked for a period of seven days.

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

Getting up Steam and preparatory Work.

2. In addition to the hours of work set out in clause 1 (a) hereof, men engaged in getting up steam or making the daily preparations 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 the daily preparations.

Holidays.

3. (a) The following holidays shall be allowed without deduction of pay: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Birthday of the Reigning Sovereign.

(b) Time worked on any of the above holidays or on Sundays shall be paid for at double ordinary time rate.

(c) In no case shall the overtime rate be less than 1s. 6d. an hour.

(d) Payment of wages for the said holidays shall be made to all persons who have been employed—

(i) In the case of Christmas Day, Boxing Day, New Year's Day, Good Friday, or Easter Monday, at any time during the fortnight ending on the day on which the holiday occurs:

(ii) In the case of any other whole holiday, for at least four days during the week ending on the day on which the holiday occurs.

Overtime.

4. (a) Overtime in excess of the hours provided in clause 1 hereof shall be paid for at time and a half rate.

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

(c) If the overtime work is for the purposes 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.

Wages.

5. (a) The following shall be the minimum rates of wages payable to adult male workers:—

	Per Day.	
	s.	d.
Leading breaker-down (traveller)	..	19 0
Second breaker-down (traveller)	..	17 0
Sawyer, first breast bench	21 0
Tailer-out, first breast bench	19 0
Sawyer, second breast bench	18 0
Tailer-out, second breast bench..	..	17 0
Engine-driver, first-class ticket..	..	19 0
Engine-driver, second-class ticket	..	18 0
Engine-driver, no ticket	17 0
Fireman	17 0
Docker and sorter	17 0
Edger (header-in)	18 0
Resaw (header-in)	18 0
Leading yardman	19 0
Saw-doctor	21 0
Machinist (setting and keeping knives)	..	20 4
Slabby	17 0
Head bushman	19 0
Bushmen (other than head)	18 0
Ropey or snigger	18 6
Winch-driver	18 0
Head tramlayers	18 0
Tramlayers and track-cutters	17 0
Horse-trolleyman	18 0
Tractor-drivers	18 0
Drying-kiln attendant	18 0
All other workers (adult)	17 0

(b) Motor-lorry drivers shall work the hours and shall be paid the rates of wages provided for in the Drivers' (All Districts) award, 1936.

(c) In sawmills substantially engaged in milling immature plantations of less than twenty years' growth, the wages scale herein set out may be reduced by 1s. per day per man.

(d) Employers may engage machine-feeders, yard, slab, sawdust, and shaving men who are inexperienced at the work, at the rate of 1s. 9d. per hour, for a period not exceeding three (3) months.

(e) Men unloading dirty timber from kiln dryers shall be paid one shillings (1s.) per shift extra.

Shifts.

6. Where, by reason of special circumstances, shifts have to be worked, these may be worked within the limits of the forty-hour week, upon payment of 1s. a shift above the rates herein prescribed.

Boys.

7. (a) The term "boy" in this clause shall mean a worker under twenty-one years of age.

(b) Boys may be employed at any work in box-factories, including the working of machines, at not less than the following rates:—

			Per Week.		
			£	s.	d.
First six months	..	..	0	15	0
Second six months	..	..	0	19	0
Third six months	..	..	1	3	0
Fourth six months	..	..	1	7	0
Fifth six months	..	..	1	11	0
Sixth six months	..	..	1	15	0
Seventh six months	..	..	2	0	0

Boys in Sawmills and Timber-yards.

8. The wages of boys under nineteen years of age shall be adjusted between the secretary of the union and the employer. If they are unable to agree the matter shall be referred to the Conciliation Commissioner, or other person to be mutually agreed on. The boy, in the meantime, shall be paid the rate of pay offered by the employer. When the wages are finally adjusted, they shall be retrospective. When a boy is engaged, the employer shall notify the union or its agent within three days with a view of fixing the boy's wages.

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 day's 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.

10. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ, in any position or employment subject to this award, 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 any position or 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.

11. (a) All wages shall be paid twice monthly, the first payment being on the 19th of the month, and the second payment on the 5th of the month, and where the 19th or the 5th of the month falls on a holiday, then wages shall be paid the day previous to such holiday. Wages for the first period of the month shall be up to and including the 14th of the month, and the second period shall be up to and including the last day of the month.

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

(c) Where a worker signs a form authorizing the employer to pay his 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, provided the employer shall not be bound to recognize any other orders on wages.

(d) 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, but this shall not affect the right of the employer to dismiss a worker without notice for good cause, of the worker to leave the employer without notice for good cause.

House-rent.

12. House-rent shall be at the rate of not more than 1s. per room per week: Provided that in case of houses not more than six months old at the date of the making of this award, and in the case of all houses built in the future, and having 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 of 10s. per week, provided that in connection with houses over six months old for which more than 1s. per room per week is charged, the Disputes Committee shall determine the rental.

Travelling-time.

13. 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. Where a worker lives nearer to the work than to the sawmill, the distance shall be measured from the worker's home.

Firewood.

14. Slabs, other than those prepared for firewood, shall be made available to the workers at bush mills for their own household use free of cost at the mill.

Accident and First-aid Outfits.

15. (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 use.

Bush huts.

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

Winch-drivers.

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

Shower-baths and Drying of Clothes.

18. 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.

19. 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.

20. Workers may be required to perform any duty required of them: Provided, if they are required to perform any work for which higher rates are specified, they shall be paid such higher rates when 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.

21. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded by stop-work meetings or otherwise, 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 two representatives of the union and two representatives of the employers, such representatives to be appointed by their respective parties within fourteen days after the making of this award; and when a vacancy occurs on such committee the party concerned shall within fourteen days of such vacancy occurring fill such vacancy. The committee shall appoint some independent person as chairman, and such chairman shall be paid equally by both parties to the committee. If the chairmanship of the committee becomes vacant, then another chairman shall be appointed within fourteen days of such vacancy. The decision of the majority of the committee shall be binding on both parties hereto, subject only to the right of either party to appeal to the Arbitration 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.

22. 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.

23. 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.

General Conditions.

24. (a) So far as may be reasonably practicable, all coal and 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) Men shall not be required to work in kiln dryers in a temperature of 90 degrees of heat or over.

(c) 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 such case the matter shall be referred to the Disputes Committee.

(d) It shall be the duty of the employer to supply an axe at all bush jobs for use on any rough work.

(e) 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.

Custom.

25. Under no circumstances shall any matter in dispute be decided on what might have been the custom in the past, but if any matter shall arise it shall be settled under the Disputes Committee as herein provided.

Scope of Award.

26. This award shall operate throughout the Nelson Industrial District.

Term of Award.

27. This award shall come into force on the 27th day of November, 1936, and shall continue in force until the 27th day of November, 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 27th day of November, 1936.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The Court's usual clause dealing with membership of the union has been substituted for the preference clause agreed upon by the parties, which in our opinion is *ultra vires*.

It was found necessary, also, to make a slight alteration to clause 11 to bring it into conformity with the law.

In other respects the award, with certain minor alterations agreed on at the hearing by the parties, embodies the recommendations of the assessors in Conciliation Council.

At the hearing the parties advised the Court that the rates of wages herein stated have been agreed upon because of the special conditions in the sawmilling trade in Nelson, and should not, in these circumstances, be considered as having any application in any other industrial district.

E. PAGE, Judge.