

(11348.) WELLINGTON (TWENTY-FIVE MILES RADIUS) **TIMBER-YARDS, SAWMILLS, AND BOX-FACTORIES 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 its amendments; 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”) :—

- Barr Brown Construction Co., 23-25 Haining Street, Wellington.
Booth, W., and Co., Timber-merchants, Constable Street, Wellington.
Brownlee Ltd., Timber-merchants, Kilbirnie.
Campbell, George, Timber-merchant, Upper Hutt.
Clark, Isaac, and Son, Builders, Wingfield Street, Wellington.
Cook, W., and Son, Coopers, 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.
Long, W. A., Timber-merchant, Ghuznee Street, Wellington.
McLeod, Weir, and Hopkirk, Timber-merchants, 28-34 Johnston 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 Bristow, King 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, Miramar.

Stacey and Co., Ltd., Timber-merchants, 180 Adelaide Road, Wellington.

Sullivan, E., Case-breaker, Cuba Street, Petone.

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 from the 21st day of December, 1936, and shall continue in force until the 21st day of December, 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 21st day of December, 1936.

[L.S.]

E. PAGE, Judge.

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 yardman” means the 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. The hours of work shall not exceed forty in any one week, and shall be worked from Monday to Friday inclusive, between the hours of 7.30 a.m. and 5 p.m. A minimum time of forty-five minutes shall be allowed for lunch.

Overtime and Holidays.

3. (a) The following holidays shall be allowed without deduction from wages: A whole holiday on every Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, and birthday of the reigning Sovereign.

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

(c) Time worked outside the hours laid down in any one day shall be paid for at not less than one-half as much again as the ordinary rate: Provided that no person shall be paid less than 1s. 6d. per hour while working overtime.

Wages.

4. 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	2	7½
Second-class machinist	2	5½
First-class sawyer	2	6
Second-class sawyer	2	4
Leading boxmaker (where four or more boxmakers are employed)	2	4½
Other boxmakers	2	2½
Coopers	2	7½
Coopers' assistants	2	2
Yard labourers	2	2
Case-breakers	2	2
Casual labourers	2	2½
	Per Week.	
	£	s. d.
Head yardman	5	2 0
Ordermen	4	11 0

Youths.

5. (a) Employers may employ youths at the following rates of wages per week:—

	Per Week.		
	£	s.	d.
Under seventeen years of age	1	10	0
Seventeen to seventeen and a half years of age	1	14	0
Seventeen and a half to eighteen years of age	1	18	0
Eighteen to eighteen and a half years of age	2	2	0
Eighteen and a half to nineteen years of age	2	10	0
Nineteen to twenty years of age	2	17	6
Twenty to twenty-one years of age	3	10	8

(b) Youths shall not be required to lift excessive weights.

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 the default of the worker.

(b) In the case of weekly workers, one week's 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.

Nightwatchmen.

7. Nightwatchmen may be employed on conditions and wages to be arranged between the employer and the union.

Disputes Committee.

8. The essence of this award being that the work of the employer shall not on any account whatsoever be impeded, but shall at all times proceed as if no dispute had arisen between the parties bound by this award as to any matter whatsoever arising out of or connected therewith, and not specifically dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side together with an independent chairman to be mutually agreed upon, or, in default of agreement, to be appointed by the Court of Arbitration, the decision of such committee, unless appealed from, to be binding on the parties. Either side shall have the right to appeal to the Court of Arbitration within fourteen days after such decision has been made known to the party desirous of appealing.

First Aid.

9. A St. John or similar first-aid outfit shall be placed in each establishment covered by this award. The secretary of the union shall have the right to inspect such outfit to see it is up to standard.

Accommodation.

10. A suitable dressing and dining room shall be provided, and facilities shall also be provided for boiling water for meals and for drying wet clothes.

Under-rate Workers.

11. (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.

Workers to be Members of Union.

12. (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.)

Scope of Award.

13. This award shall operate throughout that part of the Wellington Industrial District lying within a radius of twenty-five miles of the chief post-office in the City of Wellington.

Term of Award.

14. This award shall come into force on the 21st day of December, 1936, and shall continue in force until the 21st day of December, 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 21st day of December, 1936.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The principal matters referred to the Court related to definitions, wages, holidays, and "smoke-oh."

We have adopted in this award the 1931 classification of workers. We notice that in the various awards in New Zealand different types of classification appear.

We understand that a Dominion organization is being formed, and if a Dominion award is being applied for we think that the parties should endeavour to agree on a classification common throughout New Zealand.

Mr. Monteith is not in agreement with the omission of a clause providing for a "smoke-oh," and his dissenting opinion is attached.

Provision for a "smoke-oh" has never been included in awards in this district.

E. PAGE, Judge.

DISSENTING OPINION OF MR. MONTEITH.

I am of opinion that a "smoke-oh" should be allowed, as this has been a common practice for over twenty-five years.