

TIMBER TREATMENTS, LTD., EMPLOYEES.—A G R E E M E N T
UNDER LABOUR DISPUTES INVESTIGATION ACT, 1913

In the Court of Arbitration of New Zealand.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the agreement made on the 1st day of October, 1946, between the Timber Treatments, Ltd., Employees' Society and Timber Treatments, Ltd.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no agreement made in pursuance of the Labour Disputes Investigation Act, 1913, shall come into force until it is filed under section 8 of the said Act: And whereas it is provided, further, that no such agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the agreement made on the 1st day of October, 1946, between the Timber Treatments, Ltd., Employees' Society, of the one part, and Timber Treatments, Ltd., of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said agreement for the purposes of the said regulations.

Dated this 9th day of October, 1946.

[L.S.]

A. TYNDALL, Judge.

TIMBER TREATMENTS, LTD., EMPLOYEES: AGREEMENT UNDER
LABOUR DISPUTES INVESTIGATION ACT, 1913

THIS industrial agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 1st day of October, 1946, between the Timber Treatments, Ltd., Employees' Society (hereinafter called "the society"), of the one part, having its office at 326 Lambton Quay, Wellington, and Timber Treatments, Ltd. (hereinafter called "the employers"), of the other part, having its office at 326 Lambton Quay, Wellington, whereby it is mutually agreed by and between the parties hereto as follows:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the parties, and they shall be deemed to be and are hereby declared to form part of the agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

Interpretation

1. The industry to which this agreement applies is the treating of standing property or sawn timber against borer, termite, or fungoidal attack, and shall cover all workers wholly or substantially engaged in carrying out any of the operations forming part of or incidental to such treatment.

Hours of Work, and Overtime

2. (a) The ordinary hours of work shall not exceed eight hours on each of five days of the week, Monday to Friday, both days inclusive.

(b) Time worked in excess of eight hours on any day, Monday to Friday, both days inclusive shall be deemed to be overtime, and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

Saturday and Sunday Work

3. (a) Time worked on Saturday shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) Time worked on Sunday shall be paid for at the rate of double time.

Holidays

4. The following shall be observed as holidays without deduction of pay: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Labour Day, the birthday of the reigning Sovereign, Anniversary Day, Anzac Day, or a day in lieu thereof.

Wages

5. (a) The minimum rates of pay shall be as follows:—

	Per Week.		
	£	s.	d.
Twenty-one years or over, to commence	5	1	8
After three months	5	6	8
After six months	5	10	0
Regularly in charge of a gang ..	5	19	0
Foreman treater	6	11	0

(b) Youths may be employed at not less than the following rates of pay:—

	Per Week.		
	£	s.	d.
Under eighteen years of age ..	3	0	0
Eighteen to nineteen years of age ..	3	10	0
Nineteen to twenty years of age ..	3	19	6
Over twenty years of age	4	9	0

(c) Wages shall be paid weekly not later than Friday and during working-hours. Pay-envelopes shall contain statement docketts.

Increase in Rates of Remuneration

6. All rates of remuneration, including wages and overtime and any other special payments, provided for in this agreement shall be increased to the extent and in the manner

prescribed by the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively.

Annual Holiday

7. (a) All workers who have completed twelve months' continuous service shall be granted two weeks' holiday on full pay at a time to be mutually arranged between the employer and the worker concerned.

(b) A worker leaving or being dismissed after having completed less than twelve months' continuous service shall be granted pay in lieu of the holiday mentioned in sub-clause (a) of this clause in proportion to his length of service.

(c) For the purpose of this clause, "full pay" shall mean the average weekly earnings of the worker, excluding overtime payment under clause 2 (b) and holiday payments under clause 4, and computed on the period of service for which the holiday is given.

Meal Hours

8. One hour shall be allowed for lunch each day, but by mutual agreement between the employer and workers a shorter interval (being not less than half an hour) may be allowed.

Transfer of Duties

9. A worker being temporarily transferred to work for which a lower rate is fixed by this agreement shall not have his wages reduced. If transferred to work for which a higher rate is fixed, he shall be paid such higher rate while so employed.

First Aid

10. The employer shall provide and maintain a properly equipped first-aid outfit, which shall be placed in a convenient and accessible place to each worker.

No Discrimination

11. The employer shall not, in the employment or dismissal of hands, discriminate against members of the society, nor in the conduct of his business do anything for the purpose of injuring the society either directly or indirectly.

Workers to be Members of Union

12. (a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of the society of workers bound by this agreement: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purpose 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 agreement for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

Right of Entry

13. The secretary or other authorized officer of the society of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Record of Service

14. Each employee on leaving or being discharged from his employment shall, on request, be given within twenty-four hours thereafter a certificate in writing signed by the employer and stating the position held and the length of service.

Terms of Employment

15. (a) Unless otherwise provided in any contract of service, and except in the case of casuals, the employment shall be a weekly one, and one week's notice of the termination thereof shall be given by either party. This shall not prevent an employer from summarily dismissing a worker for misconduct.

(b) An employer shall be entitled to make a rateable deduction from the wages of employees for time lost through sickness or default.

Transport Allowance

16. In cases where a worker is required by his employer to use a motor-car, motor-cycle, or bicycle in the performance of his work, the employer shall supply the vehicle and keep it in proper repair, or if the worker is required to use his own vehicle the employer shall pay such expenses as are mutually arranged.

No Reduction in Wages

17. No employee coming within the scope of the agreement shall have his wages or salary reduced by reason of this agreement.

Disputes

18. If a dispute shall arise between the parties to this agreement upon any matters arising out of or in connection with this agreement, it shall be referred to a committee consisting of a representative of the employer and a representative of the society, who shall appoint an independent chairman. The committee may either decide the matter or refer it to the Court. Either party, if dissatisfied with the decision of the committee, may appeal to the Court of Arbitration upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Term

19. This agreement shall be deemed to have come into force on the 8th day of February, 1946, and shall continue in force until the 1st day of October, 1947.

In witness whereof the parties hereto have hereunto set their hands the day of the date first before written.

Signed on behalf of Timber Treatments, Ltd.:—

GIBSON STOTT.

Signed on behalf of the Timber Treatments, Ltd.,
Employees' Society:—

C. D. HART.

J. F. KENNEDY.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Wellington, pursuant to section 8 (1) of the said Act, on the 10th day of October, 1946.