

NEW ZEALAND (EXCEPT WESTLAND) FORESTRY WORKERS—  
AWARD

[Filed in the Office of the Clerk of Awards, Wellington]

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, Canterbury, and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Afforestation, Ltd., South British Insurance Buildings, Shortland Street, Auckland.

Afforestation Proprietary, Ltd., Post-office Box 34, Taupo.

Christie, W., Te Houka, Rural Delivery, Balclutha.

Commercial Pine Forests, Ltd., Colonial Mutual Buildings, Queen Street, Auckland.

Eruera Forests, Ltd., Fenton Street, Rotorua.

Ettrick Timberlands, Ltd., 105 High Street, Dunedin.

Forestry Development Co., Nelson.

Goodwin Syndicate, Queen Charlotte Sounds.

Hawke's Bay Forests, Ltd., care of McCullough, Butler, and Spence, Post-office Box 194, Napier.

Kaihu Valley Perpetual Afforestation Co., Ltd., Post-office Box 1105, Auckland.

Mamaku Forests, Ltd., 31 National Bank Buildings, Shortland Street, Auckland.

Maoriland Forests, Ltd., Post-office Box 349, Wanganui.

Matahina Forests, Ltd., care of H. W. Cooke, 12 Fort Street, Auckland.

Matakana Afforestation, Ltd., 41 Shortland Street, Auckland.

Matea Forests, Ltd., care of Whakatane Board Mills, Ltd., Whakatane.

Monterey Pine, Ltd., Vulcan Buildings, Vulcan Lane, Auckland.

Moutere Pines Co., Ltd., Nelson.

Nelson Pine Forests, Ltd., care of Milner and Neal, Hardy Street, Nelson.

New Zealand Forest Products, Ltd., P.O. Box 1884, Auckland.

New Zealand Pinelands Proprietary, Ltd., National Mutual Life Buildings, 41 Shortland Street, Auckland.

New Zealand Redwoods Forests, Ltd., Post-office Box 1238, Auckland.

New Zealand Timberlands, Ltd., Post-office Box 1733, Auckland.

Ohakana Forests, Ltd., (Manager, W. Sullivan), Whakatane.

Pacific Forests, Ltd., Post-office Box 1227, Auckland.

Putaruru Pine and Pulp Co., (New Zealand), Ltd., 87 Yorkshire House, Shortland Street, Auckland.

Selwyn Plantation Board, Christchurch.

Suburban Forests, 154 North Avon Road, Christchurch.

Taranaki Permanent Forests, Ltd., Post-office Box 286, New Plymouth.

Taupo Development, Ltd., Southern Cross Buildings, Chancery Street, Auckland.

Timberlands Woodpulp Extended, Ltd., care of Whakatane Board Mills, Ltd., Whakatane.

Waimea County Council, Nelson.

Waiwera Pine Plantation, Ltd., Nelson.

Waratah Pulp and Paper Co., Ltd., Post-office Box 1227, Auckland.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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 18th day of March, 1950, 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 18th day of March, 1949.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Hours of Work*

1. (a) The ordinary hours of work for other than caretakers and lookout men shall not exceed forty per week, to be worked between the hours of 7.30 a.m. and 5 p.m. on five days of the week, Monday to Friday, both days inclusive : Provided, however, that such clock-hours may be varied by arrangement between the employer and the local union representative to meet essential or emergency work.

(b) The lunch-hour may be arranged between the employer and his workers, but in no case shall it be of less duration than half an hour.

(c) Cooks and cooks' assistants and caretakers shall not be subject to the hours of work prescribed in this clause, but if at any time such workers may be required to work more than six days in any one week

they shall be allowed one day's leave with no deduction from wages or one day's pay for each such week in which they have been required to work more than six days, or such leave may be accumulated with the employer's consent.

The provisions of this subclause shall apply also to look-out men and patrolmen when it is necessary to employ such workers.

#### *Overtime*

2. (a) Any time worked in excess of eight hours a day on any ordinary working-day shall be paid for at the rate of time and one half for the first four hours and double time thereafter.

(b) All time worked on Sunday shall be at double rates.

(c) Any worker called upon to work before the usual time of commencing work or after the usual time of finishing work shall be paid overtime rates for such time worked by him outside ordinary working-hours whether he completes a full day's work or not.

(d) This clause shall not apply to cooks, cooks' assistants, look-out men, patrolmen, or caretakers.

#### *Holidays*

3. (a) Annual holidays shall be allowed all workers in accordance with the provisions of the Annual Holidays Act, 1944, and its amendments.

(b) All workers shall be entitled to the following holidays on pay: New Year's Day, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, Anzac Day, and Anniversary Day (or a day in lieu thereof).

(c) In the event of a holiday, other than Anzac Day, falling on a Saturday or a Sunday, such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.

(d) All time worked on the holidays mentioned in subclause (b) hereof shall be paid for at double time rates in addition to the ordinary rates of pay.

#### *Stand-by Service*

4. (a) A worker required to stand by on any holiday mentioned in subclause (b) of clause 3 hereof, shall be paid ordinary time rates of pay in addition to any payment to which he is entitled under subclause (b) of clause 3 hereof.

A worker required to stand by on a Saturday or a Sunday shall be paid half ordinary rates of pay.

(b) If a worker is instructed to stand by and the instruction is cancelled before 7.30 a.m. on the day on which he is to stand by, then the worker shall be paid an amount equal to four hours' pay at stand-by rates.

(c) Workers on stand-by duty shall be deemed to commence at their normal starting-time and if called out for actual emergency work other than fire-fighting, stand-by pay shall cease from the time work commences and the overtime provisions of clause 2 shall apply.

(d) Reasonable notice, no later than midday Friday, shall be given to workers who are required to stand by on the following week-end.

### Fire-fighting

5. Notwithstanding anything contained in this award, when a worker is engaged in fire-fighting he shall be paid the rates prescribed for such work under the Forests and Rural Fires Act, 1947.

### Wages

6. (a) (i) The following shall be the minimum rates of wages:—

	Per Hour.		
	s.	d.	
Ganger (in charge of six or more men) ..	3	7 $\frac{1}{2}$	
Leading hand .. .. .	3	6 $\frac{1}{2}$	
General hands .. .. .	3	5 $\frac{1}{2}$	
Tractor-drivers .. .. .	3	10	
Gradersmen .. .. .	3	10	

	Per Week.		
	£	s.	d.
Teamsters .. .. .	7	4	6
Mechanics and blacksmiths .. .. .	7	16	6
Cooks—			
Cooking for from twelve to twenty men	6	15	0
Cooking for from twenty-one to twenty-five men .. .. .	7	0	0
Cooking for from twenty-six to thirty men	7	5	0
Cook's assistant .. .. .	5	15	0
Caretakers .. .. .	6	15	0
Look-out man .. .. .	7	0	0
Patrols.. .. .	6	15	0

(ii) The wages for lorry-drivers shall be as follows: drivers of any class of motor-vehicle with a combined weight of vehicle and maximum load not exceeding the weights set out in the following schedule shall be paid not less than the following rates:—

	Per Week.		
	£	s.	d.
Up to 2 tons (including motor-cycles and tri-cars) .. .. .	7	7	8
Over 2 tons and up to 4 tons .. .. .	7	10	8
Over 4 tons and up to 5 $\frac{1}{2}$ tons .. .. .	7	13	6
Over 5 $\frac{1}{2}$ tons and up to 10 tons .. .. .	7	18	2
Over 10 tons .. .. .	8	1	8

(b) No deductions shall be made from the weekly rates of pay specified in this award except for time lost by the worker through his own default or sickness or through accident.

(c) The wages of caretakers and men engaged as look-outs or patrols during the fire season shall not be reduced during the winter months.

#### *Payment of Wages*

7. Wages shall be paid fortnightly in cash not later than Thursday of the pay-week unless otherwise agreed between the employer and the workers concerned.

#### *Travelling-time*

8. (a) The employer shall provide transport to take men to and from work and workers shall be paid at ordinary rates of pay for all time taken in travelling to and from work in excess of fifteen minutes each way.

(b) In cases where it is not practicable or possible to supply or use transport and men are required to walk to and from work, they shall be paid travelling-time at ordinary rates of pay for any distance in excess of one mile each way at the rate of twenty minutes to the mile.

(c) Time taken in travelling to and from work shall not count as part of the day's work.

#### *Camp Cooks*

9. (a) The employer shall provide a camp cook for each camp of twelve men or more, and when a camp contains over twenty men, a cook's helper shall also be provided by the employer.

(b) The employer shall not be responsible for the rations of the cook or his helper.

(c) In a camp of fewer than twelve workmen the employer shall allow reasonable time for one of them to reach the camp early and prepare the evening meal.

#### *Cookhouses*

10. Cookhouses shall be provided by the employer for a camp of more than twelve workers, but in a camp of less than twelve workers suitable cooking-accommodation shall be provided, such cooking-accommodation and its attendant essentials to be decided by mutual arrangement between the employer and the employees affected in accordance with the circumstances relating to the permanency or otherwise of the camp.

#### *Firewood*

11. (a) The employer shall provide the cookhouses with firewood free of charge.

(b) Where not reasonably naturally available at the camp, fuel shall be transported free of charge from the nearest available source to the employee when such fuel has been purchased by the employee.

#### *Accommodation*

12. (a) Employees shall be provided with suitable accommodation : such accommodation for casual or mobile camps shall consist of (where tents are used) 10 ft. by 8 ft. framed and floored have a 6 ft. stud timbered up to 3 ft. with rusticated or overlapping boards and provided with a spring stretcher, mattress, small table, stool, shelves, and fireplace.

(b) Huts where provided in casual or mobile camps shall be 10 ft. by 8 ft. with at least a 6 ft. stud and shall be lined with timber and equipped with spring stretcher, small table, stools, shelves, mattress, and fireplace.

(c) These casual or mobile camps shall also have installed reasonable facilities for bathing, washing, and drying clothes. One earth-closet shall also be erected for every twelve men in such camps.

(d) (i) In permanent camps, accommodation shall be provided up to the standard laid down by the Agricultural Workers Act, 1936. The accommodation shall be equipped with spring stretchers, mattress, small table, stool, suitable wardrobe, shelves, and fireplace.

(ii) All huts occupied by workmen shall have suitable heating facilities installed.

(iii) Where power reticulation extends to within a reasonable distance of any permanent camp, electric light shall be installed in all huts, cookhouses, and ablution blocks.

(iv) Hot- and cold-water supply shall be connected to all bathing facilities and washhouses.

(v) One earth-closet with door, seat, and urinal attached shall be provided for each twelve men. The closets and urinals shall be regularly disinfected at the expense of the employer.

(e) Upon huts becoming vacant they shall be cleansed and disinfected at the cost of the employer before again being inhabited, but if left in an unreasonably dirty or damaged condition the cost of renovation shall be charged against the employee who vacated it. If a worker is allotted a hut which he considers is not in proper order, he shall call the attention of the man in charge thereto, and the question of his absence of liability to make good any damage shall be settled in advance.

(f) All caretakers and look-out men shall be adequately housed rent-free and supplied with a reasonable supply of firewood or coal per month free of charge.

(g) In camps that are supplied with a cook, a suitable dining-room shall be erected to permit workmen to partake of their meals in reasonable comfort.

*Allowances and General Conditions*

13. (a) When a worker reports for work under instructions and owing to wet weather is unable to work, then such worker shall be paid a minimum of two hours' pay.

(b) All tractor and bulldozer drivers shall be supplied with an assistant on isolated and/or dangerous jobs, when in the opinion of the driver and the employer's representative, an assistant is necessary.

(c) All tractor and grader drivers shall be supplied by the employer with suitable goggles and respirators when necessary.

(d) All power graders shall have suitable cabs built thereon for the protection of the drivers.

(e) When a worker is engaged on welding-work he shall be paid  $2\frac{1}{2}$ d. per hour extra while so engaged.

(f) Welders shall be supplied with suitable gloves and goggles when employed on oxy-acetylene or electric welding.

(g) Workers supplying their own tools shall be paid  $\frac{3}{4}$ d. per hour extra. The following schedule of tools or suitable alternatives shall qualify for payment under this clause: a set of box-spanners, Whitworth S.A.E. metric and B.S.F. set spanners  $\frac{1}{4}$  to  $\frac{3}{4}$  inclusive and ring spanners  $\frac{1}{4}$  to  $\frac{3}{4}$  inclusive.

(h) Permanent mechanics and tractor-drivers shall be supplied with two pairs of overalls per annum by the employer.

(i) When the employer's officer and the union representative agree that any work is unduly dirty by reason of burnt scrub or refuse from previous cuttings, an extra payment of 3d. per hour shall be made to the men performing such work.

*Accidents*

14. (a) Every workman who is injured by accident arising out of and in the course of his employment shall forthwith report to the person in charge of the first-aid outfit for attention, and shall also report the said accident as an accident and supply full particulars thereof as soon as practicable after the happening thereof to the overseer if present, or, in his absence, to the headman or other person in charge at the time, and in every case before leaving the works for the day. The foregoing applies to every accident no matter how trivial it may appear.

(b) On all large works the employer shall provide adequate conveyance with suitable equipment in the event of a workman being injured seriously.

(c) First-aid outfits shall be kept in convenient places on all works. The outfit shall be up to the standard of the St. John's first-aid outfit and be kept fully stocked having regard to the number of men involved.

*"Smoke-oh"*

15. Workmen shall be granted the privilege of stopping work for a period not exceeding eight minutes in the morning and again in the afternoon for the purpose of "smoke-oh." "Smoke-oh" shall be

taken at the same time every day by all workmen—viz., two hours after commencing work in the morning and after resuming in the afternoon. Actual smoking will be allowed only if in the opinion of the man in charge there is no risk of fire at a place set aside by the man in charge for that purpose.

#### *Provision of Tools*

16. (a) The employer shall supply workmen with tools (other than those usually provided by tradesmen) required for the carrying-out of work, and they shall be issued on loan. All such tools shall be returned to the employer when they are not further required, and in all cases before workmen leave the works. The value of tools not returned or accounted for will be deducted from the earnings of workmen.

(b) Employer's tools worn out or broken whilst being used by workmen shall be replaced by the employer free of charge if, in the opinion of the employer and the union representative, such replacement is reasonable.

(c) Tools which in the opinion of the representative of the union and the employer respectively have been lost from unavoidable causes, shall not be charged for by the employer.

(d) On each vehicle, the employer shall fit a suitable container in which the worker can lock up his tools.

#### *Termination of Employment*

17. In the case of hourly workers, one day's notice of the termination of employment shall be given by the employer or the worker as the case may be.

In the case of weekly workers, one week's notice of the termination of employment shall be given by the employer or the worker as the case may be.

Nothing in this award shall prevent an employer summarily dismissing a worker for misconduct.

#### *Access to Works*

18. Every employer bound by this award shall permit the secretary or any other authorized officer of the union to enter at all reasonable times—to be mutually agreed upon between the employer and the union—upon the premises or works, and there interview any workers, but not so as to interfere unreasonably with the employer's business.

#### *Disputes*

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 whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to the officer in charge of works, who shall have power to settle all reasonable grievances of workmen with the accredited representative of the union. If the officer and the union representative on the job are unable to arrive at a settlement of the dispute, or if the officer is of the opinion that the matter in dispute is beyond his authority, he and the union representative shall each forward a statement to their respective principals for settlement. In the event of the principals being unable to agree, the matter shall be referred to the Court of Arbitration for settlement.

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

20. (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.

(c) At the written request of the secretary of the union, the employer shall supply the union with a list of the workers and the localities in which the workers are employed under this award. Such request shall not be made more often than once every three months.

(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.)

#### *Application of Award*

21. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

*Scope of Award*

22. This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Canterbury, and Otago and Southland Industrial Districts.

*Term of Award*

23. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of February, 1949, 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 18th day of March, 1950.

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 18th day of March, 1949.

[L.S.]

A. TYNDALL, Judge.

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**MEMORANDUM**

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

A. TYNDALL, Judge.

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NEW ZEALAND (EXCEPT WESTLAND) **FORESTRY WORKERS—**  
**AMENDMENT OF AWARD**

[Filed in the Office of the Clerk of Awards, Wellington]

In the Court of Arbitration of New Zealand.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and the Economic Stabilization Emergency Regulations 1942; and in the matter of the New Zealand (except Westland) Forestry Workers' award, dated the 18th day of March, 1949, and recorded in 49 Book of Awards 545.

IN pursuance and exercise of the powers vested in it by Regulation 39c of the Economic Stabilization Emergency Regulations 1942, and upon application made in that behalf by parties to the New Zealand (except Westland) Forestry Workers' award, dated the 18th day of March, 1949, and recorded in 49 Book of Awards 545; this Court doth hereby order as follows:—

1. That the said award shall be amended by deleting sub-clause (a) of clause 6 (Wages) and substituting therefor the following subclause:—

“(a) (i) The following shall be the minimum rates of wages:—

	Per Hour.
	s. d.
“Ganger (in charge of 6 or more men) .. .. .	3 9 $\frac{1}{2}$
“Leading hands .. .. .	3 8 $\frac{1}{2}$
“General hands .. .. .	3 7 $\frac{1}{2}$
“Tractor drivers .. .. .	4 0
“Gradersmen .. .. .	4 0
	Per Week.
	£ s. d.
“Teamsters .. .. .	7 11 0
“Mechanics and blacksmiths .. .. .	8 3 0
“Cooks—	
“Cooking for from 12 to 20 men .. .. .	7 0 6
“Cooking for from 21 to 25 men .. .. .	7 5 9
“Cooking for from 26 to 30 men .. .. .	7 10 9
“Cook's assistant .. .. .	6 5 0
“Caretakers .. .. .	7 0 0
“Look-out man .. .. .	7 8 6
“Patrols .. .. .	7 0 6

“(ii) The wages for lorry-drivers shall be as follows:—

“Drivers of any class of motor-vehicle with a combined weight of vehicle and maximum load not exceeding the weights set out in the following schedule shall be paid not less than the following rates:—

	Per Week.		
	£	s.	d.
“Up to 2 tons (including motor-cycles and tri-cars) .. .. .	7	14	4
“Over 2 tons and up to 4 tons .. .. .	7	17	4
“Over 4 tons and up to 5½ tons .. .. .	8	0	2
“Over 5½ tons and up to 10 tons .. .. .	8	4	10
“Over 10 tons .. .. .	8	8	4”

2. That this order shall be deemed to have come into force on the 1st day of June, 1949.

Dated this 20th day of October, 1949.

[L.S.]

A. TYNDALL, Judge.

#### MEMORANDUM

This amendment gives effect to an agreement of the representatives of the parties.

A. TYNDALL, Judge.