

## 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 1954; and in the matter of an industrial dispute between the New Zealand Workers Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned persons, firms, and companies (hereinafter called “the employers”):

Afforestation Pty. Ltd., P.O. Box 34, Taupo.

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

Forestry Development Co., Nelson.

Goodwin Syndicate, Queen Charlotte Sounds.

Hawke's Bay Forests Ltd., care of McCullough, Butler, and Spence, P.O. Box 194, Napier.

Holt, R., and Son, Hawke's Bay.

Kaihu Valley Perpetual Afforestation Co. Ltd., P.O. Box 1105, Auckland.

Kaingaroa Logging Co. Ltd., Main Road, Murapara.

Kaipara Building Supplies, Wairau Road, Takapuna, Auckland.

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

Matakana Afforestation Ltd., 41 Shortland Street, Auckland.

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

Moutere Pines Co. Ltd., Nelson.

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

N.Z. Forest Products Ltd., P.O. Box 1884, Auckland.

N.Z. Pinelands Pty. Ltd., National Mutual Life Building, 41 Shortland Street, Auckland.

N.Z. Redwoods Forests Ltd., P.O. Box 1238, Auckland.

N.Z. Timberlands Ltd., P.O. Box 1733, Auckland.

Pacific Forests Ltd., P.O. Box 1227, Auckland.

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

Selwyn Plantation Board, P.O. Box 48, Darfield.

Tasman Pulp and Paper Co., Ltd., Kawerau.

Taupo Development Ltd., Commercial Union Building, 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., P.O. 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 130 of the Industrial Conciliation and Arbitration Act 1954, 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 on the day of the date hereof and shall continue in force until the 31st day of July 1965 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 1st day of August 1963.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

*Hours of Work*

1. (a) The ordinary hours of work for other than cooks, cooks' assistants, patrolmen, caretakers, and look-out men shall not exceed 40 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) Meal breaks shall be arranged between the employer and his workers, but in no case shall it be of less duration than half an hour.

(c) Cooks, cooks' assistants, caretakers, look-out men, and patrolmen 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 being one-fifth of the weekly wage 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.

(d) Shopping time: Notwithstanding the provisions of subclause (a) of this clause, by agreement with the management and upon a majority decision of the men affected, it shall be permissible to work on a Saturday at ordinary rates, or by extended hours on any weekday at ordinary rates, to provide time in substitution for any weekday which may be observed for shopping or any other agreed purpose.

*Overtime*

2. (a) Except where otherwise provided, 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 three hours and double time thereafter.

Work performed on Saturday before 12 noon shall be paid for at the rate of time and a half for the first three hours and double time thereafter and work performed after 12 noon on Saturday and on Sunday shall be paid for at double rates.

(b) 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.

(c) This clause shall not apply to cooks, cooks' assistants, look-out men, patrolmen, or caretakers, but time worked by any such worker in excess of eight hours on any day shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(d) Any worker who, after having completed his day's work and left the place of employment, is called out to work without prior notification, shall be paid a minimum of two hours at his appropriate rate.

#### *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, 2 January or a day in lieu thereof, 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) of this clause 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) Workers who are required to stand by on the weekend shall be notified before the normal "knock-off" time on the Friday.

(c) 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.

(d) 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.

#### *Prevention and Suppression of Fires*

5. (a) Every worker shall take all necessary precautions against fire in the forests.

(b) Rest periods as prescribed in clause 16 hereof shall be taken in places selected by the officer in charge.

(c) Smoking in the forest shall be allowed only during such rest periods, and then at the discretion of the officer in charge having regard to existing fire hazards.

(d) When a fire occurs every worker shall promptly obey instructions to undertake such duties as directed.

(e) Payment for time worked in fire-fighting operations shall be at the rate prescribed under the Forest and Rural Fires Act 1955, or any regulations made thereunder.

(f) The provisions of this clause shall not apply where burning off is under control.

## Wages

6. (a) The following shall be the minimum rates of pay:		Per Hour	
		s.	d.
(i) Ganger (in charge of six or more men) .....	.....	7	5½
Tractor drivers .....	.....	7	5½
Gradersmen .....	.....	7	5½
Leading hand .....	.....	7	1¾
Forest hands .....	.....	6	11
General labourers .....	.....	6	9
Camp attendant .....	.....	6	7¼
		Per Week	
		£	s. d.
Teamsters .....	.....	13	19 4
Tradesmen .....	.....	14	18 8
Cooks:			
Cooking for from 10 to 20 men .....	.....	13	3 5
Cooking for from 21 to 25 men .....	.....	13	9 10
Cooking for from 26 to 30 men .....	.....	13	16 0
Cook's assistant .....	.....	12	4 4
Caretakers .....	.....	13	3 5
Look-out man .....	.....	13	16 0
Patrols .....	.....	13	16 0

A cook, cook's assistant, caretaker, look-out man, or patrolman required to work on six days in any week, shall be paid a flat allowance of £2 for that week, in addition to the wage prescribed herein. Such allowance shall not be taken into account when computing overtime, but shall be paid to a worker when on annual holiday.

- (ii) Lorry drivers: Drivers of any class of motor vehicle with 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) .....	14	5	8
Over 2 tons and up to 4 tons .....	14	8	11
Over 4 tons and up to 5½ tons .....	14	12	0
Over 5½ tons and up to 10 tons .....	14	18	0
Over 10 tons .....	15	4	9

- (iii) Youths:

	Per Day		
	£	s.	d.
16 years of age .....	1	10	0
17 years of age .....	1	15	0
18 years of age .....	2	0	0
19 years of age and over .....	Adult rate.		

(b) No deduction shall be made from the 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 rates of pay of caretakers and men engaged as look-outs or patrols during the fire season shall not be reduced during the winter months.

#### Co-operative Contract System

7. Co-operative contracting may be introduced after consultation between the employer and the branch secretary of the union.

*Payment of Wages*

8. Wages shall be paid weekly in cash not later than Thursday unless otherwise agreed between the employer and the workers concerned: Provided that by mutual agreement between the employer and worker wages may be paid by cheque.

*Travelling Time*

9. (a) The employer shall provide transport from an agreed assembly point to take men to and from work and workers shall be paid at ordinary rates of pay for all time so spent.

(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 1 mile each way at the rate of 20 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*

10. (a) Except where meals are provided by the employer, the employer shall provide a camp cook for each camp of 10 men or more, and when a camp contains over 20 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 10 workmen the employer shall allow reasonable time for one of them to reach the camp early and prepare the evening meal.

*Cookhouses*

11. Where other facilities are not available, cookhouses shall be provided by the employer for a camp of more than 10 workers, but in a camp of less than 10 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*

12. (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*

13. (a) Provided that tents may be used for temporary accommodation on temporary look-out stations and on surveys and other work of short duration, every employer bound by this award shall provide for each employee accommodation as provided for in the Workers Agriculture Act 1962 and equipped with small table, stool, shelves, and fireplace. The foregoing notwithstanding, existing accommodation may continue to be used provided that it is maintained by the employer in good order and condition.

(b) In casual or mobile camps there shall be installed reasonable facilities for bathing, washing, and drying clothes. One earth closet shall also be erected for every six men in such camps.

(c) In permanent camps the following provisions shall apply:

- (i) All huts occupied by workmen shall have suitable heating facilities installed.
- (ii) 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. When power reticulation is not available small power plants shall be installed to supply power in huts, cookhouses, and ablution blocks.
- (iii) Hot and cold water supply shall be connected to all bathing facilities and washhouses.
- (iv) One water closet with door, seat, and urinal attached shall be provided for each six men. The closets and urinals shall be regularly disinfected at the expense of the employer.

(d) Upon huts becoming vacant they shall be cleaned 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.

(e) When required to live on the job, all caretakers and lookout men shall be adequately housed rent free and supplied with a reasonable supply of firewood or coal per month free of charge.

(f) 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.

(g) Where practicable and warranted by the size of camps, a camp attendant shall be employed to clean and disinfect the conveniences and to attend to the sanitation and general cleanliness of the camp.

(h) Where practicable married accommodation shall be provided for maintenance men.

(i) Reasonable shelter shall be supplied in forests for workers.

#### *Allowances and General Conditions*

14. (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 4d. per hour extra while so engaged.

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

(g) When required to use his own tools a tradesman shall be paid 2d. per hour extra.

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

(i) Where the officer in charge and the union representative agree that any work is "dirty work" an allowance of 4d. per hour with a minimum payment of 1s. in any day shall be made. "Dirty work" shall include:

- (i) Work in areas burnt less than six months prior to planting.
- (ii) Overhauling dirty plant and machinery which has not been cleaned down.
- (iii) Work on old steel ropes or dirty new ropes.
- (iv) Repair work with timber still wet with crude or fuel oil, creosote, or tar.

(j) A worker shall be provided with a meal or paid a meal allowance of 5s. 3d. when required to work on after or through a meal period, provided he works more than one hour's continuous overtime and does not go home (or to his usual cook-house) for a meal during the meal period.

(k) A worker working in water not less than 3 in. deep in swamps, ditches, lagoons, rivers, and the like shall be deemed to be working in a wet place for which six hours shall be deemed a working day and the ordinary time rate for such work shall be time and one third.

(l) Except when required for urgent or emergency work, a worker shall not be required to work for more than five hours continuously without being granted a meal period.

When a worker is not allowed a meal period at the usual time he shall be paid at time and one half ( $1\frac{1}{2}$ ) rate from the time such period was normally due until the meal period is allowed.

(m) *Height:* A worker while required to work from a bosun chair, swinging stage, or ladder, or engaged in maintenance work on look-out towers, or in the collection of seed from trees, shall be paid height allowances as follows:

For heights exceeding 35 ft and up to and including 70 ft, 2½d. per hour extra.

For heights exceeding 70 ft and up to and including 105 ft, 4½d. per hour extra.

For heights exceeding 105 ft and up to and including 140 ft, 7d. per hour extra.

For heights exceeding 140 ft and up to and including 170 ft, 10d. per hour extra.

(n) *Temporary Transfer Expenses:* While a worker is temporarily transferred from his usual place of work and residence, his expenses shall be paid or refunded by the employer (on production of satisfactory receipts) as follows:

(i) Married Worker: Reasonable and actual board and lodging expenses, plus transport expenses.

(ii) Single Worker: In addition to transport expenses, actual and reasonable board and lodging expenses (including any necessary payment for full board or retaining fee for usual lodgings at headquarters) less usual board and lodging expenses at headquarters.

(o) *Conveyances:* When workers are conveyed by the employers to and from work, the trucks shall be properly covered, have the necessary seating accommodation, and, where practicable, shall have the exhaust pipes turned to deliver fumes in front of the rear wheels, or alternatively above cab height.

Any equipment carried shall be securely and safely stowed.

(p) Workers specifically directed to work on windfalls shall not be required to work alone.

(q) A worker (other than a co-operative contract worker, ganger, or leading hand) while temporarily employed in an advanced capacity and in charge of at least two other workers shall be paid an allowance of 2s. 6d. per day.



*Accidents*

15. (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) A suitable first aid outfit shall be kept adjacent to all works and camps at all times and shall be kept fully stocked having regard to the number of men involved.

*Smoko*

16. Workmen shall be allowed a rest period of 10 minutes in the morning and again in the afternoon for the purpose of smoko. Smoko shall be taken at the same time 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.

Notwithstanding anything provided elsewhere in this award where the affected workers agree smokos and meal breaks may be combined and taken as two breaks in such manner as agreed upon between the management and the branch secretary of the union.

*Provision of Tools*

17. (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.

*Gumboots and Protective Clothing*

18. (a) Where a worker supplies his own gumboots by arrangement with the employer he shall be paid an allowance of 2s. 6d. for every working day on which he is required to wear them. Where the employer provides gumboots, a worker shall be paid an allowance of 1s. 6d. for every working day on which he is required to wear them.

(b) The employer shall either supply to workers whose jobs entail working in the rain or wet vegetation suitable waterproof clothing including leggings, or pay a clothing allowance of 4s. per week. Workers issued with items of apparel may be required to sign for them as acknowledgement of responsibility. On request for



replacement the employer may require return of the clothing on issue. On termination of the employment all items on issue shall be returned in reasonable order, fair wear and tear excepted, and failing return the worker shall be liable to refund the value, and deduction accordingly may be made from wages due.

(c) A worker while employed on work where he is endangered by falling objects shall be supplied with and shall wear a protective helmet.

#### *Termination of Employment*

19. 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*

20. Every employer bound by this award shall permit the secretary or any other authorised 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.

#### *Unqualified Preference*

21. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within fourteen days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

#### *Notification*

22. 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.

*Disputes*

23. 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 specifically dealt with in this award, and be not settled by mutual agreement, 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 the Conciliation Commissioner for the district or person appointed by him. In the event of the committee failing to reach an agreement the chairman shall either decide the issue or refer the dispute to the Court for decision within 14 days of the date of the committee meeting. Either side shall have the right to appeal to the Court against a decision of any such committee, or of the chairman of any such committee, upon giving the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

*Application of Award*

24. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every 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*

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

*Term of Award*

26. This award shall come into force on the day of the date hereof and shall continue in force until the 31st day of July 1965.

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 1st day of August 1963.

[L.S.]

A. TYNDALL, Judge.

## MEMORANDUM

The award incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 21 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.