

WESTLAND INDUSTRIAL DISTRICT.

(5163.) WESTLAND INDUSTRIAL DISTRICT TIMBER-YARDS AND SAWMILLS EMPLOYEES.—AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 12th day of February, 1919, between—

The Westland Timber-yards and Sawmills' Industrial Union
of Workers

of the one part, and—

The Greymouth-Hokitika Sawmillers' Association,
Malfroy and Co., Hokitika.
Perry and Co., Hokitika,
Stopforth, T., Hokitika,
Ross, D. W., Runanga,
Dwyer Bros., Waiuta, Greymouth,
Coyle, John, Hokitika,
Keenan, Michael, Rimu

(hereinafter called "the employers") of the other part, whereby it is mutually agreed by and between the parties hereto as follows, that is to say—

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

Clause 1.—Wages.

The minimum rates of wages shall be as follows: Provided that any worker receiving more than the said minimum at the date of this agreement coming into operation shall not have his wages reduced so long as he remains in his present employment:—

	Per Week.
	£ s. d.
Leading yardman	4 0 0
Tallyman (on such work only)	3 10 0
Fireman and night-watchman (seven days)	4 0 0
	Per Calendar Month.
Stableman (seven days)... ..	15 0 0
	Per Week.
Engine-driver (first class)	4 0 0
Engine-driver (second class)	3 10 0
Saw-doctor	5 0 0
Wagon-drivers	4 0 0
	Per Day.
Benchman	0 14 4
Sawyer keeping up to three saws... ..	0 16 8
	Per Week.
Sawyer keeping up to three saws... ..	4 17 6
	Per Day.
Fireman (mill)	0 12 0
Leading breakerdown	0 13 0
Second breakerdown	0 12 0
Tailer-out	0 13 6
Blacksmith and jobber	0 13 0
Docker with hand-saw	0 12 0
Docker with steam-saw	0 11 0
Slabby	0 12 0
Fiddler steam crosscut	0 11 0
Fiddler hand crosscut	0 12 6
Machinist	0 13 0
Gang sawyer	0 13 0
Runner-off	0 13 6
Turner-down	0 11 0
Firewood-cutter for mines	0 14 0
Prop-cutters for mines	0 14 0
Assistant yardman	0 12 0
Assistant yardman (youth)	0 10 0
Horse-driver (mill to siding) under nineteen years... ..	0 10 0
Horse-driver (mill to siding) over nineteen years	0 11 0
Whistle-boy under eighteen years	0 9 0

<i>Bush—</i>	Per Day:		
	£	s.	d.
Loco.-drivers	0	14	0
Traction-engine drivers	0	16	0
Steerer traction-engine	0	13	0
Fireman (loco. assistant)	0	12	0
Leading bushman	0	14	6
Second bushman	0	13	6
Snigger	0	14	6
Horse trolleyman	0	13	6
Dogger-on	0	13	6
Winchman	0	13	6
Leading tramlayers	0	13	0
Other tramlayers	0	12	0

Clause 2.—Hours of Work.

- (a.) The hours of work shall not exceed forty-eight in any week.
- (b.) The time for beginning and ceasing work in each mill shall, when desired by a majority of the men employed at any mill, be so arranged as to provide for a Saturday half-holiday.
- (c.) In the case of workers paid by the week employers to have the right to make deductions for time lost through sickness or the worker's own default.

Clause 3.—Overtime and Holidays.

(a.) Time worked in excess of forty-eight hours in any one week, the time worked in any Sunday or on New Year's Day, Good Friday, Easter Monday, King's Birthday, Labour Day, Christmas Day, and the annual meeting day of the union shall be paid for at the rate of time and a quarter, except that overtime shall be paid for timber-loading at the rate of 1s. 10½d. per hour. Leading yardmen shall not be paid overtime for work done in the ordinary course of their occupation.

(b.) The foregoing limits of the working-hours shall not apply to any worker employed in getting up steam for the machinery in the mill of the employer, or in making the daily preparation for the ordinary daily work of the mill, but the periodical cleaning-out of boilers shall not be deemed to be part of such preparation.

(c.) If the overtime work is for the purpose of repairing any breakdown in the machinery or appliances causing a stoppage of the mill the extra time required to effect the necessary repairs shall not be paid for at overtime or holiday rates but at ordinary rates.

(d.) When overtime is paid to any worker employed on a weekly wage such overtime shall be calculated on the earnings per hour of the worker based on a forty-eight-hours week.

Clause 4.—Under-rate Workers.

(a.) Any worker who for any reason is considered incapable of earning the minimum wage may be paid such lower wage as may be from time to time 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 may 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 and his employer 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 worker 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 with the president or secretary of the union upon such wage without having the same so fixed. 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.

(d.) 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.

Clause 5.—Preference.

(a.) If any employer shall hereafter engage any worker coming within the scope of this agreement who shall not be a member of the union, and who shall not become a member thereof within one calendar month after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union permit any worker coming within the scope of this agreement of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Clause 6.—Payment of Wages.

All wages shall be paid in cash at intervals of not more than one month.

Clause 7.—Termination of Employment.

For daily employees twenty-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, and in the case of weekly employees one week's notice shall be given by either party, but this shall not affect the right of the employer to dismiss a worker without notice for good cause.

Clause 8.—Firewood.

Slabs for firewood shall be supplied to workers at the mill free of cost.

Clause 9.—Piecework System.

All piecework where practicable shall be on the co-operative basis, and the union shall encourage the system as far as possible.

Clause 10.—House-rent.

House-rent shall be at the rate of not more than 1s. per week per room.

Clause 11.—Matters not provided for.

Any dispute in connection with any matter not provided for in this agreement shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at then such dispute shall be referred to the local Inspector of Awards, who may either decide the same or refer the matter to the Court. Either party dissatisfied with the decision of the Inspector of Awards may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Clause 12.—Scope of Agreement.

This agreement shall apply to the Westland Industrial District.

Clause 13.—Term.

This agreement shall be for a period of six months from the 1st February, 1919, to the 31st July, 1919.

In witness whereof the parties hereto have executed these presents the 10th day of March, 1919.

The common seal of the Westland Timber-yards and Sawmills Industrial Union of Workers was hereto affixed by authority and in the presence of—

[SEAL.]

Witness—James Goodall, Lyceum Hall, Greymouth.

MICHAEL McLAUGHLIN, President.

F. TURLEY, Secretary.

THE GREYMOUTH AND HOKITIKA SAWMILLERS'
ASSOCIATION:

[SEAL.]

W. J. McILROY, Chairman.

M. J. FOGARTY, Secretary.

Witness—A. J. Wilson, care of M. J. Fogarty, Greymouth.

WM. PERRY AND CO. :

G. PERRY.

Witness—A. B. King, care of Malfroy's Office, Hokitika.

MICHAEL KEENAN.

Witness—N. Warren, Hokitika.

J. C. MALFROY AND CO. :

R. F. PERHAM.

Witness—John Edwin Shaw, Hokitika.

JOHN COYLE.

Witness—Stanley Bassett, Hokitika.

T. STOPFORTH.

Witness—D. Diedrichs, Koiterangi.

J. F. DWYER.

Witness—T. Kerry, Waiuta.

D. W. ROSS.

Witness—Chas. H. Rose, Greymouth.

NOTE.—Section 25, subsection (4), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiry of the term of the industrial agreement, it shall continue in force until superseded by another industrial agreement or by an award of the Court of Arbitration, except where the registration of an industrial union of workers bound by such agreement has been cancelled.