

(10296.) OTAGO TIMBER-YARDS AND SAWMILLS EMPLOYEES.—  
INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and amendments thereof, this 19th day of August, 1932, between the Otago Timber-yards and Sawmills Employees' Industrial Union of Workers (hereinafter called "the union"), of the one part, and the several employers hereinafter described—

Alliance Bee-supplies Co., Ltd., 1 Mason Street, Dunedin  
Armour, J., Builder, Farley Street, Roslyn, Dunedin  
Atlas Box Co., Boxmakers, Cameron Street, Kensington, Dunedin  
Bell Tea Co., Ltd., Carroll Street, Dunedin  
Cadbury, Fry, Hudson, Ltd., Manufacturers, Castle Street, Dunedin  
Clark, George, Ltd., Builder, 347 Princes Street, Dunedin  
Commercial Trading Co., Ltd., Sawmillers, King Street, Dunedin  
Craig and Co., Ltd., Timber-merchants, Thames Street, Oamaru  
Craig, W., Builder, Prince Albert Road, St. Kilda, Dunedin  
Crawshaw, F., Timber-merchant, Severn Street, Oamaru  
Dunedin City Corporation Tramways (Car-building Department), Market Street, Dunedin  
Ellis, W., and Co., Building Contractors, Melville Street, Dunedin  
George, H. A., Builder, 19A Filleul Street, Dunedin  
Glue Construction Co., 544 Anderson's Bay Road, Dunedin  
Haddock, H. V., Ltd., Sawmillers, Richardson Street, Dunedin  
Hogg and Co., Ltd., Timber-merchants, Roberts Street, Dunedin  
Howison, C. M., and Son, Ltd., Timber-merchants, Ward Street, Dunedin  
Irvine and Stevenson, St. George Co., Ltd., Filleul Street, Dunedin

Keith Ramsay, Ltd., Timber-merchants, Vogel Street, Dunedin  
 Kempthorne, Prosser, and Co.'s New Zealand Drug Co., Ltd., Stafford Street, Dunedin  
 Lawrence, G., and Sons, Ltd., Builders, 15 Carroll Street, Dunedin  
 Love Construction Co., Ltd., Building Contractors, King Street, Dunedin  
 McCallum and Co., Ltd., Timber-merchants, Crawford Street, Dunedin  
 McGill, James, and Sons, Ltd., Builders, 205 Moray Place, Dunedin  
 McLachlan and Wright, Ltd., Timber-merchants, Bauchop and Sturdee Streets, Dunedin  
 McLellan, W., Ltd., Timber-merchants, McBride Street, South Dunedin  
 McLeod's Ltd. (Carter's Box-factory), Ward Street, Dunedin  
 Maoriland Importing Co., Timber-merchants, Richardson Street, Dunedin  
 Phoenix Co., Ltd., Manufacturers, Maclaggan Street, Dunedin  
 Powley, R., and Co., Hope Street, Dunedin  
 Reid and Gray, Ltd., Implement-manufacturers, Burnside  
 Ross, W., Builder, Neville Street, South Dunedin  
 Sime Bros., Sawmillers, Waitati  
 Simpson, G., and Co., Ltd., Builders, 19 Police Street, Dunedin  
 Smith, A., Casemaker, 228 Leith Street, Dunedin  
 Southland Sawmilling Co., Timber-merchants, St. Andrew Street, Dunedin  
 Sullivan and Bailone, Builders, Bowen Street, St. Kilda, Dunedin  
 Union Steamship Co. of New Zealand, Ltd., Water Street, Dunedin  
 Wood and McCormack, Builders, Moray Place, Dunedin

The following parties were added at the inquiry :—

Cooper, Ashley W., Wilkie Road, Caversham  
 Kiln Dried Timber Co., Ltd., Neville Street, Caversham  
 Lake Brunner Sawmilling Co., Ltd., Anderson's Bay Road, Dunedin  
 Levido, E. H., Albert Street, St. Kilda  
 McLachlan, J. H., 47 Chapman Street, Kaikorai  
 Moore, Alex., King Street, Dunedin  
 Parker, H., Anderson's Bay Road, Dunedin  
 Peterson, F., Anderson's Bay Road, Dunedin  
 Silver, A. E., Halsey Street, Dunedin  
 Silverstone, M., Carroll Street, Dunedin  
 Southland and Otago Co-operative Sawmilling Co., Ltd., Anderson's Bay Road, Dunedin  
 Thomson, D., Maclaggan Street, Dunedin,

of the other part.

The matters agreed upon at a sitting of a Council of Conciliation held in Dunedin on the 19th day of August, 1932, are hereinafter set out.

#### SCHEDULE.

##### *Hours of Work.*

1. The hours of work for all workers shall be forty-four per week. The ordinary hours of work shall be between 8 a.m. and 5 p.m. (exclusive of meal-times) on five days of the week, and from 8 a.m. to 12 noon on Saturdays.

##### *Overtime and Holidays.*

2. (a) Overtime shall be paid for all work done in any one day in excess of the hours prescribed in clause 1 at the rate of time and a quarter for the first three hours, and time and a half thereafter.

(b) Work done on Sundays, Christmas Day, and Good Friday shall be paid for at double time; and work done on New Year's Day and the day following, and on Easter Saturday, Easter Monday, Labour Day, Boxing Day shall be paid for at the rate of time and a quarter.

#### *Wages.*

3. (a) First sawyer (one who is competent to sharpen, set, and keep his saw in order, but hammering of the saw shall not be deemed to be included), 1s. 9½d. per hour; other sawyers, 1s. 7d. per hour.

(b) Tailers-out, if over the age of twenty-one years, 1s. 7d. per hour.

(c) First machinist (a "first machinist" shall be deemed to mean a man who is competent to and whose duty it is to set his machine, to grind his knives, to keep his machine in good running-order, and to make such moulding-irons and other cutters as may be required. All machinists, competent under this clause, doing joiners' work shall be classed as first machinists), 1s. 10d. per hour; other machinists, 1s. 8½d. per hour.

(d) Head yardmen (a "head yardman" shall be deemed to mean an employee who is in charge of the loading of trucks, wagons, carts, &c., and who measures and superintends the delivery of timbers, and who is in charge of the yard, and to whose orders the other men in the yard are bound to conform), £3 19s. per week.

(e) Orderman (an "orderman" shall be deemed to mean a man who is engaged getting out orders and returning the tallies of such orders to the office), 1s. 8d. per hour.

(f) Yard, mill, and factory labourers, 1s. 7d. per hour.

(g) Wood-turners, 1s. 10d. per hour.

(h) Spoke-turners and spoke-finishers, 1s. 7d. per hour.

(i) Sash-and-door hands, 1s. 8½d. per hour.

(j) Benders, 1s. 10d. per hour.

(k) Casemakers, 1s. 7d. per hour.

#### *Youths.*

4. Youths may be employed at not less than the following rates:—

	Per Week.		
	£	s.	d.
For the first year .. .. .	0	15	0
For the second year .. .. .	1	2	6
For the third year .. .. .	1	10	0
For the fourth year .. .. .	1	17	6
For the fifth year .. .. .	2	5	0

#### *Matters not provided for.*

5. 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 Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, 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.

*Preference.*

6. (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 fourteen days 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 this clause shall operate only if and so long as the rules of the union shall 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, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

*General.*

7. (a) In the case of workers on weekly wages, one week's notice of termination of the engagement shall be given on either side.

(b) Subject to the provisions of the Factories Act, 1921-22, only time worked shall be paid for.

*Exemptions.*

8. (a) The Dunedin City Corporation Tramways Coachworker Department: Workers coming within the scope of this agreement shall be bound by all the provisions of this agreement, except in respect of the hours of work, which shall be those provided for in the Coachworkers' award.

(b) The Union Steamship Co. of New Zealand, Ltd., shall not pay less than the wages fixed by this agreement for any work coming within the scope of this agreement, and shall pay the overtime rates

prescribed for any work done by any worker in excess of forty-four hours in any one week, and shall pay the rates herein prescribed for any work done on Sundays or on any of the holidays mentioned herein. In all other respects the company is exempt from the operation of this agreement.

(c) The firms hereinafter mentioned shall be bound by this agreement only in respect of the hours of work and rates of pay prescribed: Provided, nevertheless, that if the hours of work being observed in any of the establishments of the said firms are different from those herein prescribed the customary hours of work may be continued. The said firms are exempt from the operation of all other provisions of this agreement. The following are the parties referred to:—

Atlas Box Co., Boxmakers, Cameron Street, Kensington, Dunedin.

Bell Tea Co., Carroll Street, Dunedin.

Cadbury, Fry, Hudson, Ltd., Dunedin.

Irvine and Stevenson, St. George Co., Ltd., Filleul Street, Dunedin.

Kempthorne, Prosser, and Co., Ltd., Stafford Street, Dunedin.

McLeod's Ltd. (Carter's Box-factory), Ward Street, Dunedin.

Phoenix Co., Ltd., Dunedin.

Powley, R., and Co., Hope Street, Dunedin.

Smith, A., Casemaker, 228 Leith Street, Dunedin.

#### *Scope of Agreement.*

9. This agreement shall operate throughout that part of the Otago and Southland Industrial District comprising the former Provincial District of Otago.

#### *Term of Agreement.*

10. Two years from the 2nd September, 1932, with provision that wages may be reviewed at the end of each twelve months. This agreement shall come into force on the 2nd day of September, 1932, and shall continue in force until the 2nd day of September, 1934.

In witness whereof the assessors nominated by the respective parties hereto and duly appointed members of a Council of Conciliation to hear the industrial dispute between the parties hereto have signed this agreement.

Signed by—

A. J. ALLEN,  
WILLIAM HIGHTON WHITAKER,  
KEITH RAMSAY,

Assessors for the applicants.

Signed by—

GEORGE GARBUTT,  
WALTER BLACKBURN,  
CECIL ALBERT LUCAS,

Assessors for the respondents.