

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

(10331.) DUNEDIN (20-MILES RADIUS), OAMARU (5-MILES RADIUS) TIMBER-YARDS AND SAWMILLS EMPLOYEES.—INDUSTRIAL AGREEMENT DECLARED TO BE AN AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.

Wednesday, the 16th day of November, 1932.

WHEREAS on the 19th day of August, 1932, an industrial agreement was made between the Otago Timber-yards and Sawmills Employees' Industrial Union of Workers, of the one part, and the Alliance Bee-supplies Co., Ltd., 1 Mason Street, Dunedin, and other employers, of the other part: And whereas a duplicate original of the said industrial agreement was, on the 14th day of September, 1932, filed in the office of the Clerk of Awards at Dunedin: And whereas on the 11th day of November, 1932, an application was made to the Court by the parties to the said agreement for an order declaring the said agreement to be an award of the Court: And whereas the Court is satisfied that the said industrial agreement is binding on employers who employ a majority of the town mill-workers in the Otago and Southland Industrial District, in which district the said industrial agreement was made: Now, therefore, the Court, in pursuance and exercise of the powers vested in it by section 33 of the Industrial Conciliation and Arbitration Act, 1925, and of every other power in that behalf thereunto enabling it, doth hereby order and declare that the said industrial agreement, a copy of which is hereto subjoined, shall, as from the day of the date hereof, be an award of the Court.

[L.S.]

F. V. FRAZER, Judge.

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 Filluel 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., Filluel 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 yardman (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.

Under-rate Workers.

7. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be 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 shall 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 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 person 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 in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) 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.

(e) 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.

General.

8. (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.

9. (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., Filluel Street, Dunedin.

Kemphorne, 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.

10. The operation of this agreement shall be limited to the areas lying respectively within a radius of twenty miles from the Chief Post Office in Dunedin, and a radius of five miles from the Chief Post Office in Oamaru.

Term of Agreement.

11. 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.
