

## NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

## (10389.) AUCKLAND TIMBER-YARDS AND SAWMILLS EMPLOYEES.—INDUSTRIAL AGREEMENT DECLARED TO BE AN AWARD.

In the Court of Arbitration of New Zealand.—Northern Industrial District.

Wednesday, the 22nd day of February, 1933.

WHEREAS on the 20th day of December, 1932, an industrial agreement was made between the Auckland Sawmillers and Woodware Manufacturers' Industrial Union of Employers, and other employers, of the one part, and the Auckland Timber Workers' Industrial Union of Workers, of the other part: And whereas a duplicate original of the said industrial agreement was, on the 9th day of January, 1933, filed in the office of the Clerk of Awards at Auckland: And whereas on the 1st day of February, 1933, 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 timber-yards and sawmill workers in the Northern 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.

## MEMORANDUM.

The Court has not altered subclauses (c) and (d) of clause 11, as they represent an agreement made between the original parties, but it is bound to draw attention to the fact that they are *ultra vires*.

F. V. FRAZER, Judge.

## AUCKLAND TIMBER-YARDS AND SAWMILLS EMPLOYEES.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments this 20th day of December, 1932, between the Auckland Sawmillers and Woodware Manufacturers' Industrial Union of Employers (hereinafter called the "employers") of the one part, and the Auckland Timber Workers'

Industrial Union of Workers (hereinafter called the "union") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

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. That 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.

3. This agreement shall continue in force from the day of the date hereof, and thereafter continue in force until superseded by another agreement or by an award made under the provisions of the said Act.

In witness whereof the parties hereto have executed these presents the day and year first before written.

*List of Parties.*

Auckland Sawmillers and Woodware Manufacturers' Industrial Union of Employers, Auckland  
 Aickin, C., and Sons, Ltd., Madden Street, Auckland  
 Alexander and Co., Parakao  
 Anderson, H. S., Dargaville  
 Anderson, W., Taipua  
 Auckland Harbour Board, Auckland  
 Auckland Veneer Timber Co., Ltd., Onehunga  
 Avondale Timber Co., Ltd., Avondale  
 Bassett and Croft, Whakapara  
 Bates, James, Hunua, Papakura  
 Bond Bros., Devonport  
 Brown and Sons, Te Kopuru  
 Canada Casing Co., Southdown  
 Casey, W., Freeman's Bay  
 Cashman, F. J. E., Kaitaia  
 Cashmere Bros., Newmarket  
 Colonial Ammunition Co., Mount Eden  
 Coulthard and McCallum, Whakapara  
 Cullett, H. C., Ellerslie  
 Edwards, G. H., Mount Albert  
 Farmers' Union Trading Co., Ltd., Auckland  
 Foster, H. G., Whangarei  
 Frankham, C. H., Newmarket  
 Fruit-case Co., Ltd., City Markets, Auckland  
 Goldie and Son, Auckland  
 Grange, H., Newmarket  
 Henderson and Pollard, Mount Eden  
 Hunter Bros., Waitakere  
 Kauri Timber Co., Ltd., Auckland  
 K.D.V. Boxes, Ltd., Morningside  
 Keegan, Heighway, and Sharp, Onehunga

King Bros., Hokianga  
 Lane, T. M., and Sons, Totorā North  
 Lovatt, C. R., Whangarei  
 Manukau Timber Co., Ltd., Newmarket  
 Martin and Sons, Kawhia  
 Matai Sawmilling Co., Owhango and Penrose  
 Matakana Sawmills (Roki Bros., Ltd.) Warkworth  
 Matamata Timber and Hardware Co., Matamata  
 Maunder, A. H., and Sons, Warkworth  
 McCallum and Co., Ngapuhi  
 McColl Timber Co., Ltd., Onehunga  
 Millers West Australian Jarrah Hardwood Co., Ltd., Auckland  
 Morningside Timber Co., Ltd., Morningside  
 Mount Albert Timber Co., Ltd., Mount Albert  
 New Zealand Farmers' Fertilizer Co., Ltd., Te Papapa  
 New Zealand Home Builders, Auckland  
 Nicks, G., Auckland  
 Odlin, C., and A., Newmarket  
 Papakura Sawmilling Co., Papakura  
 Rangiora Timber Co., Ltd., Kohukohu  
 Rangitikei Sawmilling Co., Ltd., Newmarket  
 Richardson Bros., Ltd., Papakura  
 Rope Bros., Dargaville  
 Rosenfeld and Co., Ltd., N.Z., The Strand, Parnell, Auckland  
 Sager, J. F., Newmarket  
 Slater Bros., Victoria Valley  
 Smith and Smith, Ltd., 9 Albert Street, Auckland  
 Smith, G. H., Opuā  
 Switzer, A., Kaingaroa  
 Tamaki Sawmilling Co., Ltd., Newmarket  
 Union Box and Packing-case Co., Ltd., Rawene  
 West, C., Helensville  
 Whangape Timber Co., Ltd., Whangape  
 Whangarei Timber Co., Ltd., Whangarei  
 Woodwool Ltd., 28 City Chambers, Auckland

and

The Auckland Timber Workers' Industrial Union of Workers  
 (hereinafter called "the union").

#### SCHEDULE.

##### *Definitions.*

1. (a) "First drag" is one working direct from a travelling circular saw, breakdown, or band-mill.

(b) "First goose-saw" is one working direct from a travelling circular saw, breakdown, or band-mill.

(c) "Ordermen" are those engaged in getting out orders.

(d) "Tallymen" shall mean ordermen who, in addition to their ordinary duties as ordermen, make out their own specifications and consignment-notes.

(e) "Country mills" are mills, yards, or factories situated outside a radius of ten miles from the Chief Post-office, Auckland.

*Hours of Work.*

2. Except where otherwise provided in clause 16, the hours of work to be observed in the mills, yards, and factories shall not exceed forty-seven hours per week.

3. The hours to be worked shall be from 7.30 a.m. to noon and from 1 p.m. to 5 p.m. during the first five days of the week, and from 7.30 a.m. to noon on Saturdays; except that during the months of May, June, and July the hours may be from 7.30 a.m. to noon and from 12.40 p.m. to 4.40 p.m. The hours may be adjusted by arrangement with the union to suit the varying conditions, provided that not more than eight hours and a half be worked in any one day, between the hours of 6 a.m. and 6 p.m., and not more than forty-seven in one week.

*Overtime and Holidays.*

4. Other time not provided for in clauses 2 and 3 hereof shall be considered overtime, and shall be paid for at the rate of time and a quarter for the first four hours, and thereafter double; but if the overtime worked is for the purpose of repairing any breakdown in the machinery or appliances, causing stoppage of any part 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.

5. Any work done on Sundays, Christmas Day, Good Friday, and Anzac Day shall be paid for at double time rates; work done on other holidays stipulated shall be paid for at the rate of time and a half; but this clause is subject to the provisions of clause 4.

6. The following holidays shall be observed: New Year's Day, the day following, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, and (in cities and towns where generally observed) Anniversary Day. Another day may be substituted for any of the above-mentioned holidays, except Christmas Day, Good Friday, and Anzac Day by agreement between an employer and the majority of the workers at any country mill.

*Night Shifts.*

7. When night shifts are worked the employers shall as far as possible arrange the shifts in accordance with the wishes of the workers concerned. Night-shift workers shall receive an additional sum of 1s. per shift of eight hours on ordinary rates, but overtime clauses are not to apply. Night-shift workers shall observe holidays on night of holiday.

*Boys.*

8. Wages of boys shall be adjusted by the secretary of the union and the employers, and, if they are unable to agree, the matter shall be referred to the Conciliation Commissioner or other person mutually agreed upon, the boy in the meantime to be paid at the rate offered by the employer; and when his wages are finally decided on they are

to be retrospective, but not for a longer period than one month. When a boy is engaged the employer shall notify the union or its agent with a view to fixing the boy's wages.

*Under-rate Workers.*

9. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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 Factories 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.

*Payment of Wages.*

10. (a) The rate of wages set forth in this agreement shall be paid irrespective of the age of the worker. Wages shall be paid in full as follows: Town, weekly; country, half-monthly. No worker shall be kept waiting for his wages more than fifteen minutes after attending for payment.

(b) A worker may, by writing, request that his wages or any part thereof when due may be paid otherwise than in cash, or elsewhere than at the mill, or to any person named by him; and until withdrawn in writing such request may be acted upon by the employer and worker.

*Preference.*

11. (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 the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award, 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 9d. 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.

(c) Whenever an employer shall engage any worker who is not a member of the union he shall, within three days thereafter, give notice in writing of such engagement to the secretary of the union.

(d) In the event of a worker being more than twelve months in arrear with his dues to his union, the employers agree to dismiss such worker on application by the union.

#### *Casual Workers.*

12. Casual workers shall be paid at the rate of 1s. 6d. per hour.

#### *Termination of Engagement.*

13. Twenty-four hours' notice of the termination of the services of any worker shall be given by the employer to the worker, or by the worker to the employer; but this shall not affect the right of the employer to dismiss a worker without notice for good cause, nor shall it apply to casual workers.

#### *Foremen.*

14. This agreement shall not apply to foremen, they being members of the manager's staff.

#### *Small Machines and Saws.*

15. The wages for workers (not being adults) working small machines and saws, such as mortise-machine, tenon-machine, shaper, door-sander, and relisher, &c., not mentioned in this award shall be

adjusted by the workers' union official and the employer concerned. If unable to agree, the Conciliation Commissioner shall have power (after hearing the parties concerned) to finally adjust the dispute.

#### Watchmen.

16. (a) The minimum wage for night-watchmen shall be 1s. per hour.

(b) Night-watchmen employed for more than nine (9) months in any one year shall be entitled to fourteen (14) days' holiday on pay.

17. Head sawyer who keeps and hammers the saws on the twin or travelling, or first drag-saw benches in mills where no saw-doctor is kept shall be paid 2s. extra per day to the schedule wage: Provided that this clause shall only apply to one man in each mill.

#### Minimum Rate of Wages.

18. (a) The following shall be the minimum rate of wages for the several classes of workers hereinafter specified:—

	Per Hour.	
	s.	d.
Headman or band-mill .. .. .	1	8
Dogger and setter .. .. .	1	6½
Dogger and setter assistant .. .. .	1	6
Headman on twin saws .. .. .	1	8
Turning down at band-saw .. .. .	1	6
Head, breaking-down saw .. .. .	1	7
Tail, breaking-down saw .. .. .	1	6½
Head, circular saw (travelling) .. .. .	1	8
Tail, circular saw (travelling) .. .. .	1	6½
Wedger, circular saw (travelling) .. .. .	1	6
Headman, band-saw edger .. .. .	1	7
Tail, band-saw edger .. .. .	1	6½
Head, first drag-saw .. .. .	1	7
Tail, first drag-saw .. .. .	1	6½
Head, second drag-saw .. .. .	1	6½
Tail, second drag-saw .. .. .	1	6
Headman, recutter or ban recutter saws .. .. .	1	7
Tailman, recutter or ban recutter saws .. .. .	1	6
Headman, recutter saw (not an adult) .. .. .	1	11½
Tailman, recutter saw .. .. .	1	0
Men in charge of two deal frames or gang-saws .. .. .	1	6½
Men in charge of one deal frame or gang-saw .. .. .	1	6
Log-jigger saw .. .. .	1	6½
Log-getters .. .. .	1	6½
Man in charge of first goose-saw .. .. .	1	6½
Other goose-saws, if adults .. .. .	1	6
First assistant saw-doctor .. .. .	1	6½
Other assistant saw-doctors, if adults .. .. .	1	6

	Per Hour.	
	s.	d.
Slipmen who class timber .. .. .	1	6½
Men in charge of slip-truck who class and stack timber ..	1	6½
Machine-feeders, yard, slab, sawdust, and shaving men ..	1	6
Horse-drivers .. .. .	1	6
Engine-drivers who require to hold a first-class certificate ..	1	8½
Engine-drivers who require to hold a second-class certificate..	1	7½
Uncertificated drivers, when employed in mills ..	1	6½
Stokers .. .. .	1	6½
Blacksmiths .. .. .	1	7
Head mill-carpenter .. .. .	1	8
Second mill-carpenter .. .. .	1	6½
Blacksmith strikers .. .. .	1	6
Ordermen .. .. .	1	7
Machinemen who make and keep their own irons ..	1	8½
Machinemen who set up machines .. .. .	1	7
Dressed-timber sorters .. .. .	1	6
Workers not specified .. .. .	1	6
Tallymen .. .. .	1	7½
Box-nailers, if adults .. .. .	1	6

(b) Where an engine-driver or fireman is required to get up steam in the morning and to bank his fires at night, and this involves working beyond forty-seven hours per week, he shall be paid the sum of 1s. 3d. per day for such work in addition to the aforesaid wages.

(c) The foregoing may be given effect to six months after this agreement is duly signed.

(d) During the first six months the employers agree to continue the present minimum of 1s. 7d. per hour for machine-feeders, yard, slab, sawdust, and shaving men with proportionate increases now being paid.

#### *Accommodation.*

19. Where necessary and practicable, the employer shall, if required by the union, provide a shower-bath, facilities for drying clothes, and a suitable room to enable the employees to partake of meals with reasonable comfort: Provided that the requirement of a shower-bath shall apply only to country mills.

In the event of an employer objecting to provide all or any of such accommodation on the grounds of its being impracticable or unnecessary, the matter shall be referred to the local Conciliation Commissioner, who shall determine whether or not all or any of such accommodation shall be provided, having regard to the circumstances and merits of each particular case.

#### *Fuel for Firing.*

20. So far as may be practicable, all coal or wood required for firing purposes shall be placed reasonably convenient to the furnace.



*Scope of Agreement.*

21. The operation of this agreement is limited to that portion of the Northern Industrial District north of Papakura.

22. This agreement shall come into force on the 25th day of November, 1932, and shall continue in operation until the 24th day of November, 1934, provided that either party may claim to review the wages schedule herein contained at six months' intervals during the currency of this agreement.

Signed on behalf of the Auckland Sawmillers and Woodware Manufacturers' Industrial Union of Employers—

H. H. POLLARD,  
S. H. LEYLAND,  
D. L. J. CLAYTON, } Assessors.

Witness to signatures—Pat Hally.

Signed on behalf of the Auckland Timber Workers' Industrial Union of Workers—

T. INGLIS,  
F. DAVIES,  
F. G. BOON, } Assessors.

Witness to signatures—Pat Hally.

---