

(10629.) OTAGO AND SOUTHLAND (WEST AND SOUTH OF TAIERI RIVER) TIMBER-YARDS AND SAWMILLS EMPLOYEES.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and of section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, this 3rd day of May, 1934, embodies the terms of the settlement arrived at by the assessors appointed for the hearing of the industrial dispute between the Southland Timber-yards and Sawmills Industrial Union of Workers (hereinafter called the "union") of the one part, and the under-mentioned persons, firms, and companies (hereinafter called the "employers") of the other part, whereby it is mutually agreed by and between the said assessors as set out in the Schedule hereto.

- Alton Sawmilling Co., Ltd., Tuatapere.
- A. M. Ayling and Co., Ltd., Invercargill.
- Bauchop, Robert, and Co., Tokanui.
- Birch and Co., Papatotara.
- Buchanan, J., and Co., Ltd., Riverton.
- Bunn and Lumsden, Greenfield.
- Butler, Jas., Winton.
- Collinson and Sons, Brown's.
- Collett, S., Tisbury.
- Cook, Neil, Kinloch.
- Ermedale Timber Co., Ltd., Fairfax.
- Fortification Timber Co., Ltd., Private Bag, Invercargill.
- Gerrard, Colin, Tuatapere.
- Haldane Timber Co., Ltd., Invercargill.
- Hamilton and Co., Ltd., Tuatapere.
- Harrington and Co., Ltd., Tahakopa.
- Hegan and George, Tussock Creek.
- Hibbs and Smith, Tahakopa.
- Hogg and Co., Ltd., Tahakopa.
- Hokonui Sawmilling Co., Ltd., Invercargill.
- Holdings Ltd., Christchurch and Port Craig.
- Houipapa Sawmilling Co. (A. Perry, Manager), Houipapa.
- Hutton, F. J., Mandeville.
- Kilkelly Bros., Ltd., Esk Street, Invercargill.
- Latta Bros., Private Bag, Dunedin.
- Lindsay and Dixon, Ltd., Tuatapere.
- Moncur Bros. and Tobin, Ltd., Tautuku.
- Maori Beach Timber Co., Ltd., Clyde Street, Invercargill.
- More and Sons, Ltd., Riverton.
- Marshall and Gill, Otapiri.

McIntyre, John, Ltd., Orepuki.  
 McCullouch, L., and Co., Tahakopa.  
 McLennan Sawmilling Co., Ltd., McLennan.  
 New Zealand Pine Co., Ltd., Esk Street, Invercargill.  
 Otautau Timber Co., Ltd., Esk Street, Invercargill.  
 Poole, Geo., and Sons, Ltd., Yarrow Street, Invercargill.  
 Port Craig Timber Co., Ltd., Tweed Street, Invercargill.  
 Pukemaori Timber Co., Ltd., Pukemaori.  
 Sharpe, Andrew, Ltd., Tawanui.  
 Sharpe Bros, Kaka Point.  
 Smith, Wm., and Co., Ltd., Invercargill and Waihoaka.  
 Stuart, Colin Campbell, Waiwera and Greenfield.  
 Sutherland and Son, Pikopiko.  
 Sutherland and Co., Ltd., Te Tua.  
 Trail Bros. and Smythies, Ltd., Riverton.  
 Thompson and McKenzie, Otautau.  
 Tuatapere Sawmilling Co., Ltd., P.O. Box 193, Invercargill.  
 United Trading Co., Ltd., Gore.  
 Waipohatu Sawmilling Co., Ltd., Tokanui.  
 Waitane Sawmilling and Afforestation, Ltd., Waitane, via Maitara.  
 Williams and Cull, Otautau.  
 Woodlaw Beech Co., Ltd., Dee Street, Invercargill.  
 Young, Robert, Balclutha.

---

SCHEDULE.

*Hours of Work.*

1. The hours of work shall be eight hours per day or forty-eight per week. The time for commencing work in each mill shall be decided by the employer.

*Overtime and Holidays.*

2. (a) Time worked in excess of the usual day's work in any day shall be deemed to be overtime, and shall be paid for at the rate of time and a quarter for the first two hours and time and a half thereafter.

(b) Double time shall be paid for work done on Christmas Day, Good Friday, Labour Day, and all Sundays.

(c) If the overtime worked 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 holiday or overtime rates, but at ordinary rates.

*Wages.*

3. (a) The minimum rates of wages to be paid to workers shall be as follows:—

	Per Hour.	
	s.	d.
Breast-bench sawyer who keeps two saws and top saw ..	1	10½
Breast-bench sawyer who keeps one saw .. ..	1	9½
Breast-bench sawyer keeping no saws .. ..	1	7
Big-bench sawyer who keeps bottom and top saws ..	1	6
Breast-bench tailer-out .. ..	1	5¾
Big-bench assistant .. ..	1	5
First-class machinist who can and does make his own knives and irons .. ..	1	7½
Second-class machinist who does not make his own knives and irons .. ..	1	5
First-class certificated engine-driver .. ..	1	7½
Second-class engine-driver .. ..	1	6¼
Hauling engine-driver (two hours' wages to be paid for getting up steam when bushmen do not work) .. ..	1	5
Qualified drivers of locomotives .. ..	1	6¼
Other engine-drivers not holding certificates .. ..	1	5
Leading bushmen .. ..	1	8¼
Other bushmen .. ..	1	6
Shoemen .. ..	1	7½
Assistant shoemen .. ..	1	5½
Stokers and brakemen .. ..	1	5
Lorry and tractor drivers capable of doing and do their own running repairs .. ..	1	7
Log trollymen and wagoners who feed and attend up to four horses .. ..	1	7
Trollymen and wagoners, over four horses .. ..	1	7¼
Timber trollymen .. ..	1	6¾
Blacksmiths .. ..	1	6
Leading tramwaymen .. ..	1	6
Other tramwaymen .. ..	1	5
Slabmen .. ..	1	5
Yard workers .. ..	1	5
Dockers and cross-cutters .. ..	1	5
All other workers .. ..	1	3

(b) Tallymen (the tallyman shall be the man who is in charge of the yard). Rate of wage 13s. 4d. per day or £3 15s. per week at the option of the employer.

(c) Where a mill engine-driver or fireman is required to get up steam in the morning or to bank his fires at night, and this involves working beyond forty-eight hours per week, he shall be paid the sum of 9d. per day for such work in addition to the aforesaid wage.

*Employment of Youths.*

4. Employers may employ youths at not less than the following rate of wages :—

	Per Day.	
	s.	d.
Under sixteen years of age .. .. .	5	0
Sixteen years and under seventeen years ..	6	0
Seventeen years and under eighteen years ..	7	0
Eighteen years and under nineteen years ..	8	0
Nineteen years and under twenty years ..	9	0

and thereafter at the rate scheduled in clause 3 (a).

*Payment of Wages.*

5. (a) All wages shall be paid in cash twice monthly. The first payment shall be for a period of two weeks, and the second payment shall be for the remainder of the calendar month. One week shall be allowed to an employer to make up pay-sheets and pay out wages after the expiration of each period.

(b) Where the employment is terminated the worker shall be paid all wages due at the expiration of the notice as provided in clause 6 hereof. Such payment may be made by cheque.

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

*Termination of Employment.*

6. (a) Twenty-four hours' notice of the termination of the service of any worker shall be given by the employer or the worker to the employer unless otherwise arranged; and all wages shall be paid in full at the time of the worker ceasing work, or on production of certificate of time worked if paid at the town office.

(b) If any undue delay occurs in the payment of wages due, waiting-time shall be paid for at ordinary rates.

*Accommodation.*

7. (a) Proper and sufficient hut accommodation shall be provided for all workers at the mills. Employers shall provide a grindstone for workers employed in the bush. All sawmills shall be equipped with an ambulance chest containing lint, bandages, splints, and anti-septics, and a printed card of instructions how to proceed in dealing with the more common and serious accidents.

(b) Where necessary a shower-bath and facilities for drying clothes shall be provided.

*Posting of Award.*

8. The union shall have permission to post up and maintain a copy of this award or any part thereof in the mill or upon the mill property, and the employer shall not remove or interfere with such copy.

*Travelling Time.*

9. When men are engaged to perform work over one mile from the mill, then such men shall travel one way in the employer's time, except in cases where the employer provides a means of conveyance for the men free of charge, or where a bush camp is provided for the men by the employer.

*Preference.*

10. (a) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within seven 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. The provisions of this subclause relating to the dismissal of workers shall apply, with equal effect, to any worker coming within the scope of this agreement engaged since the 17th day of October, 1932, but before the coming into operation of this agreement, who is not a member of the union during the currency of this agreement.

(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 6d. per week.

*Under-rate Workers.*

11. (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.

#### *Subscriptions to Workers' Union.*

12. It is a condition of employment of all workers in sawmills coming within the scope of this agreement that they shall, while so employed, contribute a minimum sum of 2s. per month to the expenses of the union, and employers covered by this agreement shall collect and pay such sum to the union provided the union supplies to the particular employer concerned a monthly notice of workers employed by him who have not otherwise contributed such sum to the expenses of the union.

#### *Disputes.*

13. Any dispute in connection with any matter not provided for in this award shall be settled by a committee of six, three appointed by the Southland sawmillers and three appointed by 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 Conciliation 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.

#### *Winch-drivers.*

14. All winch-drivers shall be suitably protected from weather.

#### *Bush-huts.*

15. Where required a weatherproof hut shall be supplied at every bush-winch for the convenience of the workers at lunch-time, and to provide shelter and a safe-keeping place for tools and clothes.

*Scope of Award.*

16. This award shall operate throughout the Southland Provincial District, including Stewart Island, and that part of the Otago Provincial District lying south and west of the Taieri River.

*Term of Agreement.*

17. This agreement shall come into force on the 7th day of May, 1934, and shall continue in force until the 7th day of November, 1934.

In witness whereof the said assessors have executed these presents pursuant to the said section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, the day and year first before written.

Signed by the assessors appointed on behalf of the union—

THOS. O'BYRNE.  
D. MCKENZIE.  
C. F. FAGRELL.  
JACOB ALSWEILER.

Signed by the assessors appointed on behalf of the employers—

THOMAS BIRD.  
JOS. HENSLEY.  
J. W. E. MCINTYRE.  
W. MITCHELL.

Witness—S. Ritchie, Conciliation Commissioner.

---