

(16.) REEFTON GOLD-MINERS.

In the Court of Arbitration of New Zealand, Westland Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1894,” and the amendments thereof; and in the matter of an industrial dispute between the Inangahua Miners’ Industrial Union of Workers (hereinafter called “the

Workers Union ") and the Consolidated Goldfields of New Zealand (Limited), the Progress Mines of New Zealand (Limited), the Welcome Gold-mining Company (Limited), the New Inker-man Mines (Limited), the Keep-it-Dark Quartz-mining Company (Limited), the Big River Gold-mining Company (Limited), the Cumberland Extended Gold-mining Company (Limited), and the Hercules Gold-mining Company (Limited), (all of which companies are hereinafter collectively referred to as "the companies.")

The Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the Workers' Union by its representatives duly appointed, and having also heard the companies by their respective representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award that as between the Workers' Union and the members thereof, and the companies and each and every of them, the terms, conditions, and provisions set out in the schedule hereto shall be binding upon the Workers' Union and upon every member thereof, and upon the companies and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the Workers' Union and every member thereof, and the companies and each and every of them, shall respectively do, observe, and perform every matter and thing by the said terms, conditions, and provisions on the part of the Workers' Union and the members thereof and on the part of the companies respectively required to be done, observed, and performed, and shall not do anything in contravention of the said terms, conditions, and provisions, but shall in all respects abide by and observe and perform the same; and the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions, set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party, person, or company in respect of any such breach: Provided, however (as provided by the 3rd section of "The Industrial Conciliation and Arbitration Act Amendment Act, 1898"), that the aggregate amount of penalties payable under or in respect of this award shall not exceed £500; and the Court doth further order that this award shall take effect from the 22nd day of January in the year 1900, and shall continue in force up to and until the 21st day of January in the year 1902.

In witness whereof the seal of the Court of Arbitration of New Zealand hath been hereto affixed, and the President of the Court hath hereto set his hand, this 20th day of January, in the year 1900.

(L.S.)

W. B. EDWARDS, J., President.

THE SCHEDULE REFERRED TO BY THE FOREGOING AWARD.

1. *Wages.*—The following shall be the minimum rate of wages which shall be paid by the companies respectively to the persons employed by such companies respectively in the capacities under-mentioned, that is to say:—

| | Per shift. | |
|---|------------|----|
| | s. | d. |
| Mine shift bosses | 11 | 8 |
| Timbermen on surface | 11 | 8 |
| Men employed on rise, winze, or shaft | 10 | 0 |
| Miners | 9 | 6 |
| Winders requiring Government certificate | 11 | 8 |
| Engine-drivers not requiring Government certificate | 10 | 0 |
| General blacksmiths | 13 | 4 |
| Blacksmiths ordinarily employed in sharpening tools | 11 | 8 |
| Blacksmiths' assistants, strikers | 8 | 0 |
| Bracemen | 9 | 0 |
| Chambermen | 10 | 0 |
| Truckers | 8 | 0 |
| Battery-feeders | 8 | 0 |
| Men working rock-breaker | 8 | 0 |
| Man in charge of aerial | 11 | 8 |
| Brakeman of aerial | 10 | 0 |
| Men employed filling aerial | 9 | 0 |
| Men employed tipping aerial | 8 | 0 |
| Men in charge of shift at batteries | 10 | 0 |
| Men working vanners | 8 | 0 |
| Men working at slimes tables | 8 | 0 |
| Men working at chlorination works, roasters | 9 | 6 |
| Men working in chlorination works other than roasters | 8 | 6 |
| Men working at cyanide | 9 | 0 |
| Men in charge of rock-drills | 10 | 6 |
| Men working at rock-drills not in charge | 9 | 6 |
| Men in charge of rock-drills in rise | 11 | 0 |
| Men working rock-drills in rise not in charge | 10 | 0 |
| Men exclusively employed in filling rock-drills | 9 | 0 |
| Men timbering in mine | 9 | 6 |
| Firemen | 10 | 0 |
| Carpenters | 11 | 8 |
| Pick-and-shovel labour | 9 | 0 |
| Ordinary surface labour, other than pick and shovel | 8 | 0 |

2. Men taken from the face in the mine to do temporary work on the surface, but not exceeding two successive shifts, shall be paid the same rate as if at their face, and the same hours of labour shall be observed.

3. *Youths.*—Youths under twenty-one years of age may be employed as blacksmiths' strikers, truckers, battery-feeders, tipping the aerial, working vanners, working at slimes tables, working at cyanide, and at any other work which may at any time and from time to time be agreed upon in writing between any of the companies and the Workers' Union, at the following rates of wages, that is to say: For the first year not less than 5s. for each working-day of eight hours, with an increase at the end of each year of not less than 1s. per day, until such youth reaches the minimum wage of the branch of employment in which he is employed.

4. *Winding-men.*—When the shaft exceeds a depth of 250 ft. and there is machinery, the company shall at all times hoist the men: Provided that any company may from time to time agree in writing with the Workers' Union that this clause shall be suspended with respect to any mine or portion of a mine mentioned in such agreement for the period therein specified, and in such case this provision shall cease to be operative to the extent and for the period mentioned in such agreement.

5. *Contracts.*—In all cases in which tenders are called for work, written specifications shall be provided to work by; and no company shall enter into any contract for the performance of work in or about a mine without making it a binding stipulation of such contract that the contractor shall pay to the wages-men employed by him the minimum rate of wages provided by this award.

6. *Holidays.*—The Christmas holidays shall be from the 24th December to the 1st January, both days inclusive; but if New Year's Day should fall upon a Sunday, then the Monday following shall be observed as a holiday also. The Queen's Birthday and Labour Day shall also be holidays: Provided that this clause shall not apply to batteries or reduction-works, but it shall be incumbent upon each company to allow to each man employed in batteries or reduction works holidays of equal duration at some other convenient time, without thereby affecting the employment of any such man. This proviso shall also apply to youths when employed in batteries or reduction works.

7. No work shall be done on Sundays or any of the holidays above mentioned except in batteries or reduction works, and except work which is of absolute necessity.

8. *Monday and Saturday Shifts.*—The night shift following the Sunday shall go on at 1 a.m. on Monday morning, and shall cease work at 8 a.m. The day shift on Saturday shall go on at 8 a.m., and shall cease work at 2 p.m. The afternoon shift on Saturday shall go on at 2 p.m. and shall cease work at 8 p.m.

9. *Hours of Labour.*—Except as mentioned in the last clause the hours of work shall be eight hours at the face in each shift, in which eight hours the usual allowance shall be made for crib-time.

10. *Matters not provided for.*—Any matter not provided for in this award may be settled by agreement between the company concerned and the committee of the Workers' Union.

11. *Preference of Unionists.*—If and after the Workers' Union shall so amend its rules as to permit any person of good character and sober habits now employed as a miner in this industrial district, and any other person now residing or who may hereafter reside in this industrial district, and who is of good character and sober habits, and who is a competent miner, to become a member of such union upon payment of an entrance-fee not exceeding 5s., and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon a written application of the person so desir-

ing to join the Workers' Union, without ballot or other election, and shall give notice of such amendment, with a copy thereof, to each of the companies, then and in such case and thereafter each of the companies shall employ members of the Workers' Union in preference to non-members, provided that there are members of the Workers' Union equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it: Provided that this clause shall not interfere with engagements subsisting between any company and non-unionists at the time when such amendment as aforesaid shall be made, and notice thereof shall be given to such company as aforesaid, but that such company may continue to employ any miner or other person then actually employed by such company as theretofore, although such miner or other person may not be a member of the Workers' Union, and although such miner or other person may, from want of work in the mine or otherwise, be from time to time not actually employed in the mine.

12. Until compliance by the Workers' Union with the conditions of the last clause, any company may employ miners and other persons whether members of the Workers' Union or not; but no company shall discriminate against members of the Workers' Union, and no company shall, in the employment or dismissal of men or in the conduct of the mine, do anything for the purpose of injuring the Workers' Union, whether directly or indirectly.

13. When members of the Workers' Union and non-members are employed together, there shall be no distinction between members and non-members, and both shall work together in harmony and shall receive equal pay for equal work.

14. So soon as the Workers' Union shall perform the conditions entitling the members of the union to preference under the foregoing clauses, the Workers' Union shall keep in some convenient place in Reefton a book to be called "the employment-book" wherein shall be entered the names and exact addresses of all members of the Workers' Union for the time being out of employ and desirous of obtaining employment, with a description of the branch of mining employment in which each such person claims to be proficient, and the names, addresses, and occupations of every company or person by whom any such member of the Workers' Union has been employed during the preceding nine calendar months: Immediately upon any such member of the Workers' Union obtaining employment or ceasing to desire employment a note thereof shall be entered in such book. The executive of the Workers' Union shall use their best endeavours to verify the entries contained in such book, and the Workers' Union shall be answerable as for a breach of this award in case any entry therein shall be wilfully false to the knowledge of the executive of the Workers' Union, or in case the executive of such union shall not have used reasonable endeavours to verify the same. Such book shall be open to each of the companies and to the servants of each of them at all

hours between 9 a.m. and 5 p.m. on every working-day except Saturday, and on that day between 9 a.m. and noon. If the Workers' Union shall fail to keep the employment-book in manner provided by this clause, then and in such case and so long as such failure shall continue, the companies or any of them may employ any person or persons, whether a member of the Workers' Union or not, to perform the work required to be performed, notwithstanding the foregoing provisions. Notice shall be given by the Workers' Union to each company in writing of the place where such employment-book is kept and of any change in such place.

The foregoing paragraphs numbered from 1 to 14, both inclusive, embody the terms, conditions, and provisions referred to in the foregoing award, and thereby declared to be incorporated in and to form part thereof. In witness whereof the seal of the Court hath been hereto affixed, and the President of the Court hath hereto set his hand, this 20th day of January, 1900.

(L.S.)

W. B. EDWARDS, J., President.
