

WESTLAND INDUSTRIAL DISTRICT.

(712.) RIMU GOLD-MINERS.—AWARD.

In the Court of Arbitration of New Zealand, Westland Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and its amendment; and in the matter of an industrial dispute between the Rimu Gold-miners’ Industrial Union of Workers (hereinafter called “the workers’ union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”), namely: Arthur Clifton, Alfred Dohu, Thomas O’Neill, David Beatty, Francis Wall, and William Wall, all of Rimu; and Christie Neilson and

Robert Ferguson, both of Woodstock, claim-holders and employers of labour; and the Rimu Sluicing Company, and John Duske as manager thereof.

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 union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, and having duly extended the time for making this award, doth hereby order and award: That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers 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 union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by 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 or person in respect thereof. And the Court doth further order that this award shall take effect from the 1st day of April, 1904, and shall continue in force until the 1st day of April, 1906.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 12th day of April, 1904.

FREDK. R. CHAPMAN, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Limitation of Award.

1. This award is binding upon the parties to this dispute only, but will become binding upon such other employers as may hereafter commence mining operations in the Rimu district, which is defined to be an area comprised within a radius of one mile from Rimu Post-office.
2. All hired labour in the Rimu district in connection with gold-mining shall be paid for at the rate of 9s. 6d. per day of eight hours

when three and a half days or less than three and a half days is the maximum number of days available for work in a week, and at the rate of 9s. per day of eight hours when the number of days available for work in a week shall exceed three and a half days. All overtime shall be paid for at the rate of 1s. 6d. per hour.

A day, not being a holiday, shall be considered as available for work when, having regard to weather conditions and other similar circumstances, it is reasonable for employers to call their men to work, and reasonable for men to claim to work.

3. Employers shall give preference of employment to members of the union, provided the secretary of the union supplies the employers with a list of unemployed members, and keeps them informed of union men available when such employers desire such information. It shall be the duty of an employer, before employing a non-union man, to inquire of the secretary whether any suitable union men are available.

4. When members and non-members are employed together they shall work in harmony, and shall receive equal pay for like work.

5. If any member of the union shall be discharged for improper conduct towards his employer or in his employment, such improper conduct shall be reported to the union by the employer.

Detail Disputes.

6. Should any dispute arise during the term of this award which is not herein provided for it shall be referred to a conference between the union and the employer or employers interested, or any employer nominated for that purpose by him or them; and, failing agreement at such conference, the matter shall be referred to the Stipendiary Magistrate sitting at Hokitika.

7. This award shall remain in force for two years from the 1st day of April, 1904, and shall thereafter continue in force until suspended by a new award pursuant to subsection (1), (a), of section 86 of "The Industrial Conciliation and Arbitration Act, 1900."

In witness whereof the seal of said Court hath hereto been put and affixed, and the President of the Court hath hereto set his hand, this 12th day of April, 1904.

FREDK. R. CHAPMAN, J., President.

REASONS FOR AWARD.

We find that there is a very small difference between the union and the employers, and that after going exhaustively into the matter the Conciliation Board has made a recommendation which the union asks us to review. No different evidence was brought before us from that which the Board, with all the advantages derived from local knowledge, had before it. In these circumstances we do not think that we ought to alter a Board decision on a question of detail unless some good reason is shown us for so doing.

We do not, however, wish it to be understood as having simply accepted the Board's decision. We have considered the matter brought before us, and see no reason to disapprove of the decision. We have thought it desirable to recast the wording of some of the clauses in order to avoid future disputes.

FREDK. R. CHAPMAN, J., President.