

(2525.) OHINEMURI ENGINEERS.—AWARD *RE* GOLD-MINING COMPANIES.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Ohinemuri Branch of the Amalgamated Society of Engineers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

The Waihi Gold-mining Company, Waihi.

The Waihi Grand Junction Gold-mining Company, Waihi.

The Waihi Extended Gold-mining Company, Waihi.

The Waihi Gladstone Gold-mining Company, Waihi.

The Waihi Paeroa Gold-extraction Company, Paeroa.

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, 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 as from the 14th day of April, 1912, and shall continue in force until the 14th day of April, 1914.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 6th day of May, 1912.

W. A. SIM, Judge.

SCHEDULE.

Hours of Work.

1. Forty-five hours shall constitute a week's work, of which not more than eight hours and a half shall be worked on five days in the week, and not more than five hours on Saturday.

Overtime and Holidays.

2. All time worked in excess of the time mentioned in clause 1 hereof shall be paid for at the rate of time and a quarter for the ordinary six working-days.

(a.) Miners' Day, Christmas Day, and Good Friday shall be observed as general holidays, and all men required to work on those days shall be paid double time.

(b.) Work done on Sundays shall be paid for at time and a half.

(c.) Each day of twenty-four hours to stand by itself.

(d.) The above clauses relating to overtime shall apply to men working shifts.

Dirt-money.

3. All journeymen working at repair-work at or through boiler-flues, inside boilers, inside tube-mills, or underground, shall receive 1s. per day extra. The turbine shaft of the Waihi Company's Waihi mill shall be considered as underground. In wet places the duration of a shift shall be six hours. Journeymen working at the condenser-pit at the Yates and Toms engine at the Waihi mill shall be paid 1s. per day extra so long as such workers therein declare it to be a dirty place. Youths working under the above conditions shall receive 6d. per day extra.

Minimum Wage for Competent Tradesmen.

4. The wages of a competent tradesman who can produce documentary evidence from his employer or employers that he has served a five-years apprenticeship to his branch of the trade shall be 11s. per day.

5. The wages of a competent tradesman who has served five years continuously with any one company being a party to this award shall be 11s. per day.

6. The wages of all other tradesmen who are not provided for in clauses 4 and 5 hereof shall be 10s. per day.

Branches of Trade included.

7. The classes of men to which clauses 4, 5, and 6 hereof relate shall be—Fitters; erectors; turners; milling, planing, and slotting machinists; engine-smiths. An engine-smith shall be deemed to be a journeyman who is engaged more than half his time weekly in doing work pertaining to that of an engine-smith.

Youths.

8. Wages of youths per day: For youth's first year's service in fitting-shop, 4s. per day; for youth's second year's service in fitting-shop, 5s. per day; for youth's third year's service in the fitting-shop, 6s. per day; for youth's fourth year's service in fitting-shop, 7s. per day; for youth's fifth year's service in fitting-shop, 8s. per day.

(a.) Certificates covering length of service shall be given to youths when leaving their employer.

(b.) All youths after five years' service shall receive journeymen's wages.

Country Work.

9. For country work the employer shall pay the fare of the worker both ways, and a proper allowance at current rates shall be made to the worker for necessary meals. When the worker is employed at such a distance that he is unable to return at night, suitable board and lodging shall be provided at the employer's expense. Travelling-time shall be paid for at ordinary rates, but not to a greater amount than eight hours in a day.

General Clauses.

10. (a.) Any worker called out after ordinary hours to go to work shall be paid from the time he leaves home, such time not to exceed half an hour. (b.) No workman to be employed two Sundays running if other workmen are available.

Preference.

11. (a.) If and so long as the rules of the union shall permit any person now employed in the trade in the industrial district, and any person who may hereafter reside in this industrial district, and who is a worker within the scope of this award, and of good moral character and sober habits, to become a member of the union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions (whether payable weekly or otherwise) not exceeding 6d. per week, upon a written application to the secretary by a person so desiring to join the union, without ballot or other election, then and in such case employers shall, when engaging workers, employ members of the union in preference to non-members, provided there are members of the union equally qualified with non-members to perform the particular work required to be done and ready and willing to undertake it. The employer shall be in all cases the sole judge of the qualifications of the worker

offering for employment. This clause shall operate within the Ohinemuri District.

(b.) The union shall keep at the union secretary's residence in Waihi a book, to be called the "employment-book," wherein shall be entered the names and exact addresses of all members of the union for the time being out of employment, with a description of the branch of the trade in which each member claims to be proficient, and the names, addresses, and occupations of every employer by whom such member shall have been employed during the preceding one year. Immediately upon such member obtaining employment, a note thereof shall be entered in such book. The executive of the union shall use their best endeavours to verify all entries contained in such book, and the union shall be answerable as for a breach of this award in case any entry therein shall in any particular be wilfully false to the knowledge of the executive of the union, or in case the executive of the union shall not have used reasonable endeavours to verify the same. Such book shall be open to every employer without fee or charge.

(c.) If the union shall fail to keep the employment-book in the manner hereinbefore provided, any employer may in such case, and so long as such failure shall continue, engage any person, whether a member of the union or not, to perform the work required to be done, notwithstanding the foregoing provision.

(d.) The union shall give public notice by advertisement in a newspaper circulating in the place where an employment-book is kept of the fact that such book has been established there.

(e.) Employers shall not discriminate against unionists in the engagement or dismissal of their men, nor in the conduct of their business do anything for the purpose of injuring the union, whether directly or indirectly.

(f.) When members of the union and non-members are employed together they shall work in harmony, and under the same conditions, and shall receive equal pay for equal work.

(g.) Nothing herein contained shall prevent any employer from employing any person who is a member of the branch of the Marine Engineers' Institute although he is not a member of the union.

Scope of Award.

12. This award shall apply to employers carrying on business in the Ohinemuri District.

Term of Award.

13. This award shall come into force as from the 14th day of April, 1912, and shall continue in force until the 14th day of April, 1914.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereto set his hand, this 6th day of May, 1912.

W. A. SIM, Judge.

MEMORANDUM.

This award embodies, without alteration, the recommendation of the Conciliation Council, which the parties agreed to accept.

W. A. SIM, Judge.
