

WESTLAND INDUSTRIAL DISTRICT.

(4151.) INANGAHUA GOLD-DREDGING EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Westland 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 Inangahua Mine and Dredge Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Boatman's Gold-dredging Proprietary (Hessey, Cameron, and Tacon).

Murray's Freehold Gold-dredging Company.

Slab Hut Dredging Proprietary (Cameron and Hessey).

Workshop Gold-dredging Company.

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, 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 18th day of October, 1915, and shall continue in force until the 18th day of October, 1917, and thereafter as provided by section 90, subsection (1) (d), of the Industrial Conciliation and Arbitration Act, 1908.

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 1st day of October, 1915.

T. W. STRINGER, Judge.

SCHEDULE.

Wages.

1. Engineer, £4 per week; winchman, 11s. per shift; fireman, 11s. per shift; blacksmiths, 12s. per shift; blacksmith striker, 10s. per shift; bushman, 10s. per shift; bushman foreman, 12s. per shift; general labourers, 10s. per shift; horse-drivers, 10s. per shift.

Hours of Work.

2. (a.) Eight hours shall constitute a day's work, but each man working on the dredge shall be relieved for half an hour for crib-time.

(b.) For bushmen, blacksmiths, strikers, general labourers, and horse-drivers the hours of work shall be from 8 a.m. to 5 p.m., one hour, from 12 noon to 1 p.m., to be crib-time.

Saturday and Sunday Shifts.

3. The night shift following Sunday shall go on at 1 a.m. on Monday morning and shall cease work at 8 a.m., the afternoon shift on Saturday shall go on at 3 p.m. and cease work at 10 p.m., and the day shift on Saturday shall commence work at 8 a.m. and cease work at 3 p.m.

Holidays.

4. The following days shall be holidays: From the 24th day of December to the 7th day of January (both inclusive).

Overtime.

5. Overtime shall be paid for at the rate of time and a quarter, except work done on Sundays or on any of the said holidays, which shall be paid for at the rate provided by section 248, subsection (2), of the Mining Act, 1908.

Payment of Wages.

6. All wages earned, whether on contract or day labour, shall be paid fortnightly on the job where the money is earned, and within three days after the expiration of each fortnightly period.

Engineer.

7. The engineer shall take his regular turn at the afternoon and night shifts.

Preference

8. (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 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 6d. per week.

Disputes.

9. (a.) Any dispute as to any matter not provided for in this award shall be settled by a written agreement between the employer concerned and the union, and, in the event of such an agreement not being made within seven days after either the employer or union shall have given to the other party a notice of

readiness to confer as to the same, either the employer or the union may refer the matter to the Stipendiary Magistrate of the district, who may settle and determine the same, and whose decision on the subject shall be final, subject to the right of either party to have the matter determined by the Court of Arbitration by referring it for settlement as an industrial dispute.

(b.) Pending a settlement of any such dispute in the manner hereinbefore mentioned, work shall be continued under the conditions prevailing before such dispute arose.

Term of Award.

10. This award shall come into force on the 18th day of October, 1915, and shall continue in force until the 18th day of October, 1917.*

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 1st day of October, 1915.

T. W. STRINGER, Judge.

MEMORANDUM.

This award affects only four employers and about sixty workers. The employers are all dredging companies carrying on business of a highly speculative, and for some time past of a very unprofitable, character. The workers asked for substantial increases on the wages which have been paid by the employers for some time past, but the Court, having regard to the unprofitable result of the operations of the employers, has not felt justified in acceding to the request. Some slight increases, however, have been made in the cases of winchmen, firemen, and blacksmiths, and the conditions of work have been somewhat improved. The Court has not made provision for the employment of youths as requested by the employers. These youths to be suitable for the work, it was said, would require to be between nineteen and twenty-one years of age, and to be strong and active. The Court does not think it should offer any inducement to youths of this description to stay at home and follow the inglorious occupation of raking stones down a chute when a nobler career is open to them in the service of their King and country.

Saturday and Sunday shifts: The hours of these shifts have been made similar to those in quartz-mines.

* Section 90, subsection (1) (d), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiration of the currency of the award, the award shall continue in force until a new award has been duly made or an industrial agreement entered into, except where the registration of an industrial union of workers bound by such award has been cancelled.

Holidays: The number of holidays during the year was agreed on, but the Court has granted the employers' request to include them in one continuous period, as being to the mutual advantage of both employers and workers.

Payment of wages: Wages are to be paid fortnightly, instead of monthly as heretofore.

Preference: The Court's usual preference clause has been allowed.

Term: The term of the award has been fixed at two years.

T. W. STRINGER, Judge.