

**(4443.) OHINEMURI GOLD-MINES AND BATTERIES EMPLOYEES  
(OTHER THAN ENGINEERS, ENGINE-DRIVERS, AND FIREMEN).—  
AWARD.**

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 Mines and Batteries Employees' (other than Engineers, Engine-drivers, and Firemen) Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

The Waihi Gold-mining Company (Limited).

The Waihi Grand Junction Gold-mining Company (Limited).

The Waihi Extended Gold-mining Company (Limited).

The Waihi Standard Gold-mining Company (Limited).

The Waihi Reefs Consolidated Gold-mining Company (Limited).

The Rising Sun Gold-mining Company (Limited).

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 9th day of October, 1916, and shall continue in force until the 9th day of October, 1918, and thereafter as provided by subsection (1) (*d*) of section 90 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 23rd day of September, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

*Hours of Work.*

1. Except as hereinafter expressly provided the week's work shall consist of the number of hours following, that is to say,—

(a.) For men in batteries and tailing plants, forty-eight hours, inclusive of crib-time.

(b.) For surface labourers, forty-five hours, exclusive of crib-time.

(c.) For all other workmen, forty-six hours on day shift and afternoon shift and forty-seven hours on night shift, inclusive of crib-time.

In batteries and tailing plants eight hours, inclusive of crib-time, shall constitute a shift, and work shall commence at midnight on Sunday and cease at midnight on Saturday.

Except as hereinbefore provided in regard to batteries and tailing plants work shall in all cases commence at 1 a.m. on Monday and cease at 8 p.m. on Saturday.

(d.) If any worker loses time during the week due to being put off by the company, or if, being absent for other reasons, his place is temporarily filled at ordinary rates of wages, then the time lost above referred to shall not debar the said worker from receiving the overtime rate as provided by this award just as if he had already worked forty-five hours during the week. Full overtime rates shall apply to casual workers.

(e.) Six hours shall constitute a day's work in hot, wet, or gassy places, and shall be paid for as if the workers had worked eight hours.

#### *Wages.*

2. The following shall be the minimum rates of wages per day or per shift which shall be paid by the employers respectively to the persons employed by them in the capacities mentioned, that is to say,—

	s.	d.
Miners working in drives or stopes ... ..	9	6
Miners working in drives or stopes with machines ...	10	0
Miners working in rises or winzes ... ..	10	0
Miners working in rises or winzes with machines ...	10	6
Shaftmen with machine or hand steel ... ..	11	3
Chambermen (with 4d. per shift extra for oilskin-money in wet shafts) ... ..	9	6
Bracemen ... ..	9	3
Mullockers and truckers underground ... ..	9	6
Mullockers and truckers on the surface ... ..	9	3
Pumpmen and pitmen in shafts ... ..	10	6
Tool-sharpeners ... ..	9	6
Carpenters ... ..	10	3
Timbermen (surface or underground) ... ..	9	6
Stamper hands ... ..	9	6
Stamper hands' assistants ... ..	9	3
Amalgamators ... ..	10	0
Stone-breaker men feeding crusher ... ..	9	9
Stone-breaker labourers ... ..	9	3
Truckers in batteries ... ..	9	3
Battery repairers ... ..	9	6
Battery repairers' assistants ... ..	9	3
Cyanide-men working in wet batteries ... ..	9	3
Pressmen, or pressmen working cranes ... ..	9	3
Pressmen's labourers ... ..	9	3

	s.	d.
Men attending sands or settlers ... ..	9	3
Concentrates-treatment plant (man in charge) ...	9	6
Concentrates-treatment plant (assistants)... ..	9	3
Vannermen ... ..	9	6
Vannermen's assistants ... ..	9	3
Tube-mill (man in charge) ... ..	9	6
Tube-mill (assistants) ... ..	9	3
Foundry labourers shall receive a minimum wage of 9s. 3d. plus 3d. per day or per shift in consideration of the fact that they work forty-seven hours per week instead of forty-five hours.		
Men slaking lime ... ..	9	3
Surface and general labourers ... ..	9	3
Blacksmiths' strikers ... ..	9	3
Greasers ... ..	9	3
Watchmen ... ..	9	3
Sluicers ... ..	9	3

3. Not less than 9s. 3d. per day or per shift shall be paid to any class of labourer employed by the employers: this applies to adults only. Nothing in this award contained shall apply to workers attending electric motor-driven sinking-pumps and switch-board attendants.

#### *Wages of Youths.*

4. (a.) For youths under seventeen years of age, 4s. per day or shift; from seventeen to eighteen years of age, 5s. per day or shift; from eighteen to nineteen years of age, 6s. per day or shift; from nineteen to twenty years of age, 7s. per day or shift; over twenty years of age, the minimum wages hereinbefore provided for workmen.

(b.) No youth under the age of sixteen years shall be employed in a battery or in or about a tailing plant unless arrangements have been made between the union and the employers.

#### *Dirt-money.*

5. (a.) One shilling per shift extra shall be paid for repair work at or through boiler-flues inside boilers and economizers.

(b.) A "shift" shall mean any portion of the twenty-four hours a worker may be employed at that work.

#### *Contracts.*

6. (a.) A clause shall be inserted in every contract binding every contractor to pay to the wages-men employed on any such contract not less than the minimum rate of wages prescribed by

this award. All contractors and contractors' employees shall work the full number of hours constituting a week's work under this award.

(b.) In all cases, except where a difference of opinion arises between the contractor and the employer as to the value of any particular work required to be done by contract or piecework, written specifications and conditions shall be signed by the mine-manager and the contractor, contractors, or pieceworkers.

#### *Shift Bosses and Foremen.*

7. The provisions of this award shall not apply to shift bosses and foremen.

#### *Overtime and Holidays.*

8. Overtime shall be paid for at the rate of time and a quarter for the first two hours, time and a half for the next two hours, and thereafter double time. All work done on Sundays to be at the rate of time and a half. Labour Day and Christmas Day shall be observed as general holidays, and all men required to work on those days shall be paid double time. For time worked on New Year's Day, Good Friday, Boxing Day, Easter Monday, and the Sovereign's Birthday time and a half shall be paid.

#### *Payment of Wages.*

9. (a.) All wages shall be paid fortnightly. In the case of contracts the employers shall agree to pay the contractors' men fortnightly on contractors handing in a list showing the amount due to their men. When such wages have been paid the contractor shall receive monthly the balance of 75 per cent. of the amount due for all work done.

(b.) Should the employer require men the contractors must supply them for necessary work which unless done would involve the stoppage of their contract. Such men shall receive the award rate of wages.

(c.) In respect to stopping contracts the percentage to be retained shall not exceed 10 per cent., and when the completion of a contract does not coincide exactly with the ordinary pay-day an effort shall be made by the employers to make special settlements so as to reduce the time for which moneys are held back.

(d.) The Waihi Gold-mining Company (Limited) and the Waihi Grand Junction Gold-mining Company (Limited) shall pay wages-men on Fridays, five working-days after the dates to which the pay-rolls are made up, and contractors shall be paid on Mondays, two days after the wages are paid.

(e.) Other companies may pay wages fortnightly and contractors monthly, on Tuesdays, provided that not more than six working-days after the day the pay-rolls have been made up.

*Contract Forfeiture.*

10. In any case where a company admits and agrees that a contract party should have a concession it shall be given (by way of consideration for unforeseen circumstances) without forfeiting the deposit and percentage money already held back by the company.

*Funerals.*

11. In case of any funeral the union shall not call out the men for twenty-four hours, but any men who give the management not less than eight hours' notice that they wish to attend the funeral shall be free to leave their work.

*General.*

12. Casual workers on water-races taken from their ordinary work for repairs or breakdowns shall go to and from the work in the employer's time.

13. The companies shall supply the union with a list of all wages-men, contractors, and contractors' wages-men at least once every half-year if necessary.

14. A copy of this award may be posted up in every department in or about the mines or in conspicuous places by the union.

*Disputes.*

15. Should any matter arising out of this award be in dispute during the term of this award and not herein provided for such matter shall be referred to the manager and president of the union with a view to coming to terms, or in case they cannot come to an agreement the matter shall be referred to the Conciliation Commissioner of the district, whose decision shall be final.

*Preference.*

16. (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.

*Term of Award.*

17. This award shall come into force on the 9th day of October, 1916, and shall continue in force until the 9th day of October, 1918.

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 23rd day of September, 1916.

T. W. STRINGER, Judge.

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MEMORANDUM.

The only substantial question before the Court in this dispute was as to the minimum rate of wages for the various classes of workers covered by the award. After careful consideration a majority of the Court came to the conclusion that, having regard to the fact that heavy burdens have been imposed on this industry as a result of the war in the shape of increased taxation and the high prices ruling for all classes of materials used by the employers, they could not properly grant any general increase of wages. They considered, however, that some assistance should be given to the lowest-paid class of workers, and this has been done. Mr. McCullough dissents from the decision of the majority of the Court, as he thinks that all workers should have been granted an increase in wages.

T. W. STRINGER, Judge.