

(4859.) OHINEMURI DISTRICT ENGINEERS.—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 Branch of the Amalgamated Society of Engineers' (including Fitters, Turners, Electricians, Machinists, Engine-smiths or Blacksmiths) Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Crown Gold-mining Company, Karangahake.

Le Manquis, Lamb, and Co., sawmillers, Paeroa.

McAndrews and Co., sawmillers, Paeroa.

Rising Sun Gold-mining Company, Owharoa.

Talisman Consolidated Gold-mining Company, Karangahake.

Waihi Extended Gold-mining Company, Waihi.

Waihi Gladstone Gold-mining Company, Waihi.

Waihi Gold-mining Company, Waihi.

Waihi Grand Junction Gold-mining Company, Waihi.

Waihi Paeroa Gold-extraction Company, Paeroa.

Waihi Reefs Gigantic Gold-mining Company, Waihi.

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 4th day of March, 1918, and shall continue in force until the 24th day of December, 1919, 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 25th day of February, 1918.

T. W. STRINGER, Judge.

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SCHEDULE.

Hours of Work.

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

Overtime and Holidays.

2. (a.) 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 Sunday shall be paid for 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 these days shall be paid double time. For time worked on New Year's Day, Good Friday, Easter Monday, the Sovereign's Birthday, or Boxing Day time and a half shall be paid.

(b.) If a worker has been engaged all day and all night, and is required to continue working on into the next day, double-time rates shall be paid for all such time worked.

Dirt-money.

3. All journeymen working at repair work at or through boiler-flues, inside boilers, inside tube mills, inside smoke boxes, inside economizers, or underground shall receive 1s. per day extra. Journeymen working underneath disintegrators and at agitator footsteps in the Waihi Grand Junction Gold-mining Company shall receive 1s. per day extra. Youths working under the above conditions shall receive 6d. per day extra until their fourth year, and during the fourth and fifth year shall receive 1s. per day extra.

Minimum Wages for Competent Tradesmen.

4. (a.) 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 12s. per day.

(b.) The wages of a competent tradesman who has served five years continuously with any one company being a party to this award shall be 12s. per day.

(c.) The wages of all other tradesmen who are not provided for in subclauses (a) and (b) hereof shall be 10s. 9d. per day.

(d.) So long as the British Empire continues in a state of war with Germany and Austria or either of them, and for three months after the cessation of such war, there shall be paid to all workers provided for by the foregoing subclauses, in addition to the rates prescribed, a war bonus of 1s. 4d. per day.

(e.) Notwithstanding the foregoing the said war bonus may at any time during the currency of this award be continued either wholly or partially, or may be increased or terminated as the Court, upon the application of any party to this award or of its own motion, may determine.

Branches of Trade included.

5. The classes of men to which clauses 4 (a), (b), and (c) hereof relate shall be fitters, patternmakers, turners, milling, planing, drilling, slotting machinists, general blacksmiths, and electrical fitters.

Youths.

6. (a.) 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 fitting-shop, 6s. per day; for youth's fourth year's service in fitting-shop, 7s. per day; and for youth's fifth year's service in fitting-shop, 8s. per day.

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

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

Country Work.

7. 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.

8. (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.) Whenever a worker is employed in hot places underground above 83 degrees wet bulb six hours shall be deemed to be a shift.

Wet Places.

9. Whenever a worker is employed in wet places underground six hours shall be deemed to be a shift, and shall be paid for as if the worker had worked eight hours.

Matters not provided for.

10. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at then such dispute shall be referred to the local Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Preference.

11. (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 seven 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.

12. This award shall come into force on the 4th day of March, 1918, and shall continue in force until the 24th day of December, 1919.

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 25th day of February, 1918.

T. W. STRINGER, Judge.

MEMORANDUM.

The only questions submitted to the Court in this dispute were as to wages and the term of the award. As to wages, these have been brought into line with the rates fixed in other parts of the Dominion for the same classes of workers in the engineering industry. The classification of the workers affected by this award is that of the parties themselves, and has been in operation for some years. The term has been made concurrent with that of the Engineers' award.

T. W. STRINGER, Judge.
