

(5090.) SOUTH AUCKLAND ENGINE-DRIVERS, WINDERS, MOTOR-MEN, AND FIREMEN (IN GOLD-MINES).—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 South Auckland Engine-drivers, Winders, Motormen, and Firemen's Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

The Waihi Gold-mining Company (Limited), Shortland Street, Auckland.

The Waihi Grand Junction Gold-mining Company (Limited), Shortland Street, Auckland.

The Waihi Extended Gold-mining Company (Limited), Shortland Street, Auckland.

The Waihi Standard Gold-mining Company (Limited), Shortland Street, Auckland.

The Waihi Reefs Consolidated Gold-mining Company (Limited), Shortland Street, Auckland.

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 6th day of January, 1919, and shall continue

in force until the 3rd day of November, 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 10th day of February, 1919.

T. W. STRINGER, Judge.

#### SCHEDULE.

##### *Hours of Work.*

1. (a.) The week's work for men working in connection with miners underground shall be as follows: Day and afternoon shifts, forty-six hours per week; night shift, forty-seven hours per week; all other men, forty-eight hours, inclusive of crib-time.

(b.) The hours of work for men working underground on pumps (other than sinking or suspended pumps) shall be—day and afternoon shifts, forty-six; night shift, forty-seven.

(c.) The hours of work for electric-motor-driven sinking or suspended pump attendants shall be six hours per shift in wet places, with 4d. per day oiler-money.

##### *Wages.*

2. The following shall be the minimum rate of wages which shall be paid by the employers respectively to the persons employed by such employers in the capacities following, that is to say—

(a.) Employees on steam machinery: Winders, 12s. 6d. per shift (work done during crib-time to be paid extra), except as referred to in subclause (c); winchmen on the surface, 11s. per shift; winchmen underground, 11s. 6d. per shift; first-class stationary-engine driver, 12s. per shift; firemen, 9s. 9d. per shift; leading fireman (where more than one fireman is employed), 10s. 6d. per shift; locomotive-drivers, 12s. per shift; locomotive firemen, 10s. 6d. per shift; engine-greasers, 9s. 9d. per shift.

(b.) Employees on gas-engines: Gas-engine drivers, 11s. 6d. per shift. Where more than three engines are being worked an assistant shall be supplied.

(c.) Gas-producer men: Gas-producer men where ticket is required, 11s. 3d. per shift; otherwise, 10s. 9d. per shift; gas-producer cleaner, 10s. per shift.

(d.) Employees on electric motors: Employees on electric motors, 10s. 3d. per shift; electric-motor-driven sinking or suspended pump attendants, 11s. 6d. per shift; switchboard attendants at the Waihi Grand Junction Mine, 8s. 6d. per shift for the first six months, and 9s. per shift thereafter; transformer-house attendants, 10s. 9d. per shift. Employees who can show satisfactory references of previous switchboard experience when started at the Waihi Grand Junction Mine shall be paid the higher rate of wages.

(e.) Winders at No. 5 shaft, Waihi Mine, and at the Grand Junction Supplementary No. 1 are to be paid 12s. per shift.

(f.) The wages of winchmen are not to be reduced when brought to the surface during temporary breakdown not exceeding three days.

*War Bonus.*

3. A war bonus of 1s. 3d. per shift shall be paid in addition to the above rates of wages for the duration of the existing war and for six months thereafter.

*Dirty Work.*

4. One shilling extra per shift shall be paid as dirt-money in connection with boiler-cleaning.

*Definitions.*

5. Definition of a motorman: The term "driver" of electric motor, or attendant thereof, as used herein shall be considered to mean a worker employed to attend, regulate, or control an electric motor or electric motors, but not a worker who in addition to his ordinary or other employment not controlled by this award incidentally to such employment switches on or off the electric power to a motor or motors.

*Holidays.*

6. (a.) 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 Good Friday, Easter Monday, the Sovereign's Birthday, Boxing Day, and New Year's Day time and a half shall be paid.

(b.) All men working seven shifts per week for not less than forty weeks in any one year shall be entitled to seven days' holiday on full pay, or after four months' continuous service on a *pro rata* basis.

(c.) All time worked on Sundays shall be paid for at the rate of time and a half.

*Overtime.*

7. Overtime shall be paid at the rate of time and a quarter for the first two hours, time and a half thereafter for the next two hours, and thereafter double time.

*Matters in Dispute.*

8. In the event of any motorman having to undertake an amount of work of an especially arduous nature the union may request the employer to consider the case for an increased rate of pay, and failing coming to a mutual agreement shall refer the matter to the Conciliation Commissioner for the district, whose decision shall be final.

*Preference.*

9. (a.) The companies shall recognize the South Auckland Engine-drivers, Winders, Motormen, and Firemen's Industrial Union of Workers registered under the said Act, and the said union covenants that it will not during the continuance of this award take any steps to make any application for the purpose of cancelling its registration thereunder.

(b.) The provisions of this award shall apply only to members of the union, and the secretary of the union shall when requested by mine-managers supply a list of the members of the union.

(c.) If any company hereafter engages a worker who is not a member of the union, and who within one week after his engagement does not become a member of the union and remain such member, the company shall dismiss such worker if requested to do so by the union, provided that there are members of the union equally qualified and ready and willing to undertake the work required to be done.

(d.) Further, any company shall when requested by the union to do so take into consideration the advisability of dismissing any worker employed by that company.

(e.) The provisions of this clause shall operate only if and so long as the rules of the union shall permit any person 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 or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

(f.) The union shall keep a book called "the employment-book," wherein shall be entered the names and exact addresses of all the members of the union for the time being out of employment and desirous of obtaining employment, with a description of the branch of employment in which each such person seeking employment claims to be proficient, and upon any such member obtaining employment a note thereof shall be entered in such book.

(g.) No official of the companies shall be a member of the union.

*Payment of Wages.*

10. The Waihi Gold-mining Company (Limited) and the Waihi Grand Junction Gold-mining Company (Limited) shall pay wages-men fortnightly, on Fridays, five working-days after the dates to which the pay-rolls are made up. Other companies may pay wages-men fortnightly.

*Funerals.*

11. In case of any funeral the union shall not call out the workers 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.

*Disputes.*

12. Should any matter arising out of this award be in dispute during the term of this award and not herein provided for, every such matter shall be referred to the manager of the mine and the 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 for the district, whose decision shall be final.

*Term of Award.*

13. This award shall come into force as from the 6th day of January, 1919, and shall continue in force until the 3rd day of November, 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 10th day of February, 1919.

\_\_\_\_\_ T. W. STRINGER, Judge.

**MEMORANDUM.**

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

T. W. STRINGER, Judge.