

(6020.) OHINEMURI DISTRICT ENGINEERS.—AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; this 15th day of May, 1920, between the Ohinemuri Branch of the Amalgamated Society of Engineers' (including Fitters, Turners, Electricians, Machinists, Engine-drivers, and Blacksmiths) Industrial Union of Workers (hereinafter called "the union") of the one part, and the Waihi Gold-mining Company (Limited); the Waihi Grand Junction Gold Company (Limited); the Talisman Consolidated (Limited); the Rising Sun Gold-mining Company (Limited); Le Manquais, Lamb, and Co., Sawmillers, Paeroa; McAndrews and Co., Sawmillers, Paeroa (hereinafter called "the employers") of the other part, whereby it is mutually expressed by and between the said parties hereto as follows, that is to say—

That the terms, conditions, and provisions contained and set out in the schedule hereto 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 agreement; 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 agreement 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 agreement or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. Any failure to observe the conditions, stipulations, and provisions contained herein shall be and is deemed to be a breach of this industrial agreement.

## SCHEDULE.

*Hours of Work.*

1. Forty-four hours shall constitute a week's work, of which eight hours shall be worked on five days of the week and four hours on Saturday.

*Overtime and Holidays.*

2. (a.) Overtime shall be paid for at the rate of time and a half for the first three hours, and thereafter double time. All work done on Sundays, New Year's Day, Good Friday, Easter Monday, the Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day shall be paid double time.

(b.) Overtime payment to be computed on flat rate, plus bonus.

(c.) 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. 6d. per day extra. Journeymen working underneath disintegrators and at agitator footsteps in the Waihi Grand Junction Gold Company shall receive 1s. 6d. 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. 6d. 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 2s. per hour.

(b.) The wages of a competent tradesman who has served five years continuously with any one company being a party to this agreement shall be 2s. per hour.

(c.) The wages of all other tradesmen who are not provided for in subclauses (a) and (b) hereof shall be 1s. 10½d. per hour.

(d.) In addition to the above rates there shall be paid to such workers a bonus of 3d. per hour unless and until the Court shall otherwise order.

(e.) In the event of any difference of opinion arising as to whether a worker is entitled to the pay as mentioned in clause (b) a committee consisting of the secretary of the union, a representative of the company concerned, and the Mining Inspector shall be set up to investigate the matter.

*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. 6d. per day; for youth's second year's service in fitting-shop, 5s. 6d. per day; for youth's third year's service in fitting-shop, 6s. 6d. per day; for youth's fourth year's service in fitting-shop, 7s. 6d. per day; for youth's fifth year's service in fitting-shop, 8s. 6d. 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.

*Night Shift.*

8. Two shillings per shift extra shall be paid for night shifts. A night shift shall be considered as any shift worked outside the ordinary hours of day work. This does not apply to men whose regular work is on afternoon or night shift.

*General Clauses.*

9. (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.*

10. 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.*

11. Any dispute in connection with any matter not provided for in this agreement shall be settled between the particular employer concerned and the secretary 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.*

12. (a.) If any employer shall hereafter engage any worker coming within the scope of this agreement 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 agreement 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 Agreement.*

13. This agreement shall come into force on the 27th day of April, 1920, and shall continue in force until the 27th day of April, 1921.

Wages will be adjusted as from 8th February, 1920; other conditions as from 6th April, 1920.

For the Amalgamated Society of Engineers (Ohinemuri Branch)—  
 [SEAL.] E. JENNINGS, President.  
 DANIEL WILSON, Secretary.

For the Waihi Gold-mining Company (Limited)—  
 H. W. HOPKINS, } Attorneys.  
 T. F. WALLACE, }

For the Waihi Grand Junction Gold Company (Limited)—  
 S. LEAH,  
 General Manager and Attorney.

For the Talisman Consolidated (Limited)—  
 H. STANSFIELD, Superintendent.

For the Rising Sun Gold-mining Company (Limited)—  
 J. BLOMFIELD, Chairman.  
 J. H. JACKSON, Secretary.

NOTE.—Section 25, subsection (4), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiry of the term of the industrial agreement, it shall continue in force until superseded by another industrial agreement or by an award of the Court of Arbitration, except where the registration of an industrial union of workers bound by such agreement has been cancelled.