

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(6838.) SOUTH AUCKLAND ENGINE-DRIVERS, WINDERS, MOTORMEN, AND FIREMEN (IN GOLD-MINES).—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and amendments, this 6th day of May, 1921, between the South Auckland Engine-drivers, Winders, Motormen, and Firemen's Industrial Union of Workers, duly incorporated and having its registered office at Waihi (hereinafter referred to as "the union"), of the one part, and the Waihi Gold-mining Company (Limited) and the Waihi Grand Junction Gold Company (Limited) of the other part (hereinafter called "the companies").

That, as between the parties hereto, the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and the said terms, conditions, stipulations, and provisions shall be and are hereby incorporated in and declared to form part of this agreement: That the said parties hereto shall observe and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions required to be performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same. Any failure to observe the conditions and stipulations and provisions contained herein shall be and is deemed to be a breach of this industrial agreement.

SCHEDULE.

Hours of Labour.

1. (a.) Forty-four hours shall constitute the week's work. (This is on condition that in cases where it is essential for men to work forty-eight hours, as at present, in connection with pumping, transformers, &c., the companies will not pay overtime rates on the four hours. In other words, payment will be made for the four hours as an additional half-shift, and overtime rates shall not commence until eight hours each day have been worked.)

(b.) The hours of work for electric motor-driven sinking or suspended-pump attendants shall be six hours per shift in wet places, with 8d. per shift allowance for oiler-money.

Wages.

2. The following shall be the minimum rate of wages which shall be paid by the employers to the persons employed in the following capacities:—

| | Per Shift. | |
|---|------------|----|
| | s. | d. |
| (a.) Winders (except as referred to in subclause (e): work done during crib-time to be paid extra) | 17 | 0 |
| Winchmen on the surface | 15 | 6 |
| Winchmen underground | 16 | 6 |
| First-class stationary-engine drivers | 16 | 6 |
| Second-class stationary-engine drivers | 15 | 9 |
| Firemen | 14 | 3 |
| Leading firemen (where more than one fireman is employed) | 15 | 0 |
| Locomotive drivers | 16 | 6 |
| Locomotive firemen | 15 | 0 |
| Engine-cleaners | 14 | 0 |
| Engine-greasers | 14 | 3 |
| (b.) Gas-engine drivers | 16 | 0 |
| (c.) Gas-producer men, where ticket is required | 15 | 9 |
| Gas-producer men, otherwise | 15 | 3 |
| Gas-producer cleaners | 14 | 6 |
| (d.) Employees on electric motors | 14 | 9 |
| Electric motor-driven sinking or suspended- pump attendants, with 8d. per shift oiler- money as in clause 1 (b) | 16 | 0 |
| Switchboard attendants at Junction Mine— | | |
| First six months... .. | 13 | 0 |
| Thereafter | 13 | 6 |
| Employees who can show satisfactory refer- ences of previous switchboard experience when started at the Waihi Grand Junction Mine shall be paid at the higher rate of wages. | | |
| (e.) Winders at No. 5 shaft, Waihi Mine | 16 | 6 |
| Transformer house-attendants | 15 | 3 |

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

(g.) In addition to the minimum rates prescribed in the foregoing subclauses of this clause there shall be paid to such workers a bonus of 3s. per week unless and until the Court shall otherwise order.

Dirty Work.

3. One shilling and sixpence per shift shall be paid as dirt-money in connection with boiler-cleaning.

Definitions.

4. Definitions 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 agreement, incidentally to such employment switches on or off the electric power to a motor or motors.

Holidays.

5. For time worked by *six-shift* men on Sundays, New Year's Day, Good Friday, Easter Monday, the Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day double the ordinary time (computed on the hourly basis over the forty-four hours) shall be paid.

Seven-shift men working an eight-hour shift on Sundays and any of the above holidays shall be paid as for two ordinary shifts. (Memo.: For *seven-shift* men working full time the total earnings for a week should be the equivalent of eight and a half ordinary shifts.) Any time worked in excess of the eight-hour shift on any of the above days shall be paid for at the rate of double time computed on the hourly basis over the forty-four hours.

Overtime.

6. For *six-shift* men overtime shall be paid at the rate of time and a half for the first three hours, and thereafter double time. For *seven-shift* men any time worked in excess of the eight hours per day shall be paid for at the rate of time and a half for the first three hours, and thereafter double time computed on the hourly basis over the forty-four hours.

Matters in Dispute.

7. 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.

8. (a.) The companies shall recognize the South Auckland Engine-driers, 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 agreement take any steps to make any application for the purpose of cancelling its registration thereunder.

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

(c.) If either 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, either 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 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.

9. The companies shall pay wages-men fortnightly on Fridays, five working-days after the dates to which the pay rolls are made up.

Funerals.

10. 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.

11. Should any matter arising out of this agreement be in dispute during the term of this agreement 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.

Lost Time.

12. Any worker not previously notified not to come to work attending and willing to work at the usual time for starting, and there is no suitable work which he is allowed to perform, shall be paid for two hours.

Term of Agreement.

13. The duration of the agreement shall be for one year from the 18th April, 1921. All holidays due to seven-shift men to be squared up to the 18th April, 1921, and thereafter to cease.

For the South Auckland Engine-drivers, Winders, Motormen, and Firemen's Industrial Union of Workers—

V. JARVIS, President.

A. E. RITCHIE, Secretary.

[SEAL.]

For the Waihi Gold-mining Company (Limited and Reduced)—

H. W. HOPKINS, } Attorneys.
T. F. WALLACE, }

For the Waihi Grand Junction Gold Company (Limited)—

S. LEAH, General Manager.

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.