

(8139.) WAIHI GOLD-MINERS.—AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 13th day of March, 1925, between the Ohinemuri Mines and Batteries Employees' 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 several mining companies whose names are set out and enumerated in the schedule hereto (hereinafter called "the companies") of the other part:—

Waihi Gold-mining Company (Limited).

Waihi Grand Junction Gold Company (Limited).

Rising Sun Gold-mining Company (Limited).

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, 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 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 underground, forty-four hours shall constitute the week's work.

(b.) For men on shift in batteries and tailings plants, eight hours inclusive of crib-time, shall constitute a day's work, except on Saturday, when four hours shall be worked. Forty-four hours shall constitute the week's work. Work shall commence at midnight on Sunday and cease at noon on Saturday.

(c.) For surface labourers, forty-four hours, exclusive of crib-time.

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

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

In any case where a dispute arises as to whether a place is a "wet" place, the matter, if it cannot be settled by the mine-manager and the workmen's inspector, shall be referred to the Mining Inspector for the district, whose decision shall be final and abided by.

(f.) Any man may work day, afternoon, or night shift.

Wages.

2. The following shall be the minimum rates of wages per day or per shift of eight hours 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 drives or stopes	14	7
Miners working in drives or stopes with machines	15	1
Miners working in rises or winzes	15	1
Miners working in rises or winzes with machines	15	7
Shaftsmen with machine or hand steel	16	4
Chambermen (with 8d. per shift for oilskin-money in wet shafts)	14	7
Bracemen	14	4
Mullockers and truckers underground	14	7
Mullockers and truckers on surface	14	4
Pumpmen and pitmen in shafts	15	7
Timbermen, surface or underground	15	1
Stamper hands	14	10
Stamper hands' assistants	14	7
Amalgamators	15	1
Stone-breaker man feeding crusher	14	10
Stone-breaker labourers	14	4
Truckers in batteries	14	4
Battery repairers	14	7
Battery repairers' assistants	14	7
Cyanide-men working in wet batteries	14	7
Pressmen, or pressmen working cranes	14	7
Pressmen's labourers	14	4
Men attending sands or settlers	14	7
Concentrates-treatment plant (man in charge)	15	7
Concentrates-treatment plant (assistants)	14	7
Vannermen	14	7
Vannermen's assistants	14	4
Tube mill (man in charge)	14	7
Tube mill (assistants)	14	4
Men slaking lime	15	4
Surface and general labourers	14	4
Greasers	14	7
Sluicers	14	7

Tar-workers: Men tarring tanks or any tarring job for the whole or greater part of a day, 15s. 4d. per shift of eight hours. (Does not apply to casual work.)

3. (a.) Not less than 14s. 4d. per day or per shift of eight hours shall be paid to any class of labour employed by the employer. This applies to adults only. Nothing in this agreement contained shall apply to workers attending electric motor-driven sinking-pumps and switch-board attendants.

(b.) The minimum rates of wages for the weekly half-day or half-shift of four hours shall be one-half the rates provided for a day or a shift of eight hours.

(c.) Battery hopper hands who commence work between midnight and 6 a.m., 15s. 6d. per shift of eight hours.

Wages of Youths.

4. (a.) For youths under seventeen years of age, 7s. 1s. per day of eight hours; for youths from seventeen to eighteen years, 8s. 1d. per day of eight hours; for youths from eighteen to nineteen years, 9s. 1d. per day of eight hours; for youths from nineteen to twenty years, 10s. 1d. per day of eight hours; over twenty years of age, the minimum wage as 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 in pursuance of an arrangement made between the union and the employer.

Contracts.

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

(b.) In all cases except where a difference of opinion arises between the contractor and 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.

(c.) Contractors shall pay the companies the actual cost price at the mine for all stores supplied to them.

Shift Bosses and Foremen.

6. The provisions of this agreement shall not apply to shift bosses and foremen.

Overtime and Holidays.

7. (a.) Overtime shall be paid for at the rate of time and a half for the first three hours, and thereafter double time.

(b.) All work done on Sunday, New Year's Day, Boxing Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, and Christmas Day shall be paid for at the rate of double time.

Payment of Wages.

8. (a.) All wages shall be paid fortnightly. In the case of contracts the employers will pay all contractors fortnightly an advance of 13s. per shift on the number of shifts worked. The contractors shall receive monthly the balance of 75 per cent. of the amount due for all work done.

(b.) Should the employers require men the contractors must supply them for necessary work which, unless done, would involve the stoppage of their individual contract. Such men will receive the scheduled rate of wages.

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

(d.) The companies 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.

Contract Forfeitures.

9. 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 by the company.

Funerals.

10. In the 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.

Meal-money.

11. Meal-money shall be allowed at rate of 1s. 6d. per meal when workers are called upon to work more than five hours continuously without having an opportunity to get home to their meals.

General.

12. (a.) Casual workers on water-races taken from their ordinary work for repairs or breakdown shall go to and from their work in the employers' time.

(b.) 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.

(c.) A copy of this agreement may be posted up in every department in or about the mines or in conspicuous places by the union.

Disputes.

13. (a.) Should any matter arising out of this agreement be in dispute during the term of this agreement and not herein provided for, such matter shall be referred to the manager and the president of the union or their representatives with a view of coming to terms and if they cannot come to an agreement within seven days the matter shall be referred to the Magistrate of the district, whose decision shall be final.

(b.) A committee shall be set up, consisting of two representatives of the union and two representatives of the company concerned to endeavour to adjust disputes in connection with under-rates contracts.

Preference.

14. (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 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 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 in 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 1s. per week.

Night Shifts.

15. (a.) Two shillings extra shall be paid to a man who, having worked his ordinary day shift, is called out early in the morning of the next day to go on shift other than his normal shift for that particular day, and to which overtime rates are not applicable. This shall not apply to the cases which occur by reason of the change of shifts. Each day stands by itself, and commences at midnight.

(b.) Where a man is required to work more than one week's night shift continuously he shall receive 2s. extra for each shift worked after the first week. This does not apply to men who ask for continuous night-shift work or to battery hopper men.

Scope of Award.

16. This agreement shall apply only to the companies parties hereto.

Term of Agreement.

17. This agreement shall come into force on the 1st day of January, 1925, and shall continue in force until the 31st day of December, 1925.

Signed—

On behalf of the Ohinemuri Mines and Batteries Employees Industrial Union of Workers—

E. DYE, President.

W. BICE, Secretary.

For the Waihi Gold-mining Company (Limited)—

H. W. HOPKINS, } Attorneys.
R. G. MILLIGAN, }

For the Waihi Grand Junction Gold Company (Limited)—

[SEAL.]

J. E. REDPATH, Attorney.

For the Rising Sun Gold-mining Company (Limited)—

[SEAL.]

W. 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.