

WESTLAND INDUSTRIAL DISTRICT.

(10482.) MURRAY CREEK GOLD-MINERS.—AWARD.

In the Court of Arbitration of New Zealand, Westland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925 ; and in the matter of an industrial dispute between the Murray Creek Gold-mining Co., Ltd., Reefton (hereinafter called “ the employers ”), and the Inangahua Gold and Coal Miners’ Industrial Union of Workers, Bridge Street, Reefton (hereinafter called “ the union ”).

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 a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided, and shall continue in force until the 18th day of April, 1934, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 29th day of June, 1933.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Wages.

1. (a) The following shall be the minimum rates of wages for the respective workers herein specified :—

	UNDERGROUND.	s.	d.
Miners working with machines in rises and winzes		15	6
All other miners		15	0
Truckers		14	0
Chambermen		15	0
Bracemen		15	0
Mullockers and shovellers		14	0
Timbermen and repairers		15	0
Repairers in shafts and rises		16	0
Winchmen requiring winding-drivers' certificates		15	6
Winchmen not requiring certificate		14	6
Pipe-fitters and platelayers		15	0

SURFACE.				s.	d.
Winding-engine drivers	..	..	..	16	6
Winding-engine drivers requiring both first-class stationary and winders' certificates	..	..	..	18	8
Stationary-engine drivers where first-class certificate is required	..	..	..	15	6
Stationary-engine drivers where first-class certificate is not required	..	..	..	14	6
General blacksmiths	..	..	..	17	4
Strikers	..	..	..	13	6
Tool-sharpeners	..	..	..	16	0
Carpenters	..	..	..	16	6
Millwrights	..	..	..	16	6
Timber-framers	..	..	..	16	6
Truckers on surface	..	..	..	14	0
Aerial brakesmen	..	..	..	14	0
Other aerial men	..	..	..	14	0
Amalgamators	..	..	..	15	0
Vanner and other concentrating men	..	..	..	13	6
Stone-breaker men	..	..	..	13	6
Battery-feeders	..	..	..	13	6
Cyanide-men handling solution	..	..	..	14	0
Cyanide-men not handling solution	..	..	..	13	6
Firemen	..	..	..	14	0
Labourers, pick and shovel	..	..	..	14	0
Other labourers	..	..	..	13	6
Winchmen	..	..	..	14	0

(b) The above rates shall be paid in respect of all shifts, but on Saturdays half a shift shall be worked and paid for in the case of all workers other than battery workers, and three-fourths of a shift shall be worked and paid for in the case of battery workers. Underground workers working on the night shift shall be paid for forty-five hours, but shall work forty-three hours only.

(c) Men taken from their usual employment to do other work exceeding two successive shifts shall be paid the rate applicable to the latter employment, and the same hours of labour shall be observed.

Youths.

2. Youths under eighteen years of age may be employed as blacksmiths' strikers, hand battery-feeders (not exceeding five stamps), self battery-feeders, or to do work at slimes-tables and cyanides, and at any other light employment above ground, at the following rates of pay: For the first year not less than 8s. 6d. a day, with an increase at the end of each year of employment of not less than 1s. per day

until such youth reaches the minimum wages of the branch of employment in which he is employed. Youths shall not be employed at tipping or filling aerial, or as bracemen, tool-sharpeners, rock-breakers, brakemen, or coupler of aerial, or at heavy pick-and-shovel work.

Hammer Drills.

3. In all cases where Waugh or Butterfly drilling-machines or other drilling-machines are in use the mining operations shall be performed by men working in pairs, so that one man shall operate the machine and the other shall be in the vicinity to render, and shall render, any assistance that may be necessary in the way of using the spray or otherwise. This clause shall not apply in cases where Waterleyner drills are in operation.

Contracting.

4. The employer shall have the right to have any work, either underground or on the surface, done by contract. All the provisions of this award shall apply to any workers employed by any contractor taking a contract to do such work.

Payment of Wages.

5. The union shall not require the employer to pay for work done, whether on contract or wages, oftener than semi-monthly. In all cases where such payments are made semi-monthly all wages earned or progress payments due under contract up to the 15th day of each calendar month shall be paid not later than the 19th day of such month, and all wages earned or progress payments due under contract up to the last day of the month shall be paid not later than the 4th day of the following month: Provided always that this clause shall be without prejudice to the rights of the employer to agree with the union in the case of wages, and the contractors in the case of contract work, that the payments for work done shall be made less frequently than semi-monthly.

Holidays.

6. (a) The following shall be holidays, except in battery and reduction works: From the 24th December to the 1st January (both days inclusive), Good Friday and Saturday following Good Friday, and Labour Day. If New Year's Day shall fall on a Sunday, then the following Monday shall be observed as a holiday also.

(b) The following days shall be holidays in battery and reduction works: Christmas Day, Good Friday, and Saturday following Good Friday.

The employer shall also allow to each worker employed in the battery or reduction works eight days' holiday at some convenient

time without thereby affecting the employment of such worker. This provision shall apply to youths when employed in batteries or reduction works.

Overtime.

7. (a) The rates for overtime shall be time and a quarter for the first two hours and thereafter time and a half. This clause shall not apply to work done on Sundays and holidays, the payment for which is prescribed by section 248, subsection (2), of the Mining Act, 1908.

(b) Double time shall be paid for any work done on Sunday, after a full shift has been worked.

(c) When a worker is required to change his hours of work he shall be notified of such intended change by his employer, and if the employer fails to give such notice and the worker is sent home after arriving at the works he shall be allowed two hours' pay.

Hours of Work.

8. (a) As to workers other than battery hands, the shift following Sunday, if a night shift is worked, shall start at 1 a.m. on Monday. Saturday shifts shall be worked as follows: Night shift commences work at midnight on Friday and ceases work at 4 a.m. on Saturday; day shift commences work at 8 a.m. Saturday and ceases work at 12 noon; afternoon shift commences work at 12 noon and ceases work at 4 p.m. on Saturday.

(b) As to battery hands for Saturday shift: Day shift to start at 8 a.m. and cease at 2 p.m.; afternoon shift to start at 2 p.m. and cease at 8 p.m.

(c) Except as mentioned in the last two preceding subclauses the hours of work shall be eight hours, and in the case of underground workers such hours shall be counted as prescribed by section 248 of the Mining Act, 1908. The usual allowance shall be made for crib-time.

(d) Men working in wet levels and other wet places shall be paid shift-wages for working six-hour shifts at the face, out of which twenty-minutes shall be allowed for crib.

(e) By agreement between the employer and the union, the foregoing provisions may be varied so as to permit eleven shifts to be worked in a fortnight, each alternate Saturday being an off day, except for necessary repair work, which shall be paid for at rates fixed in accordance with the custom heretofore prevailing.

Matters not provided for—Disputes.

9. (a) Any dispute as to any matter not provided for in this award shall be settled by a written agreement between the employer concerned and the union, and in the event of such an agreement not being made

within seven days after either the employer or the union shall have given to the other party a notice of readiness to confer as to same, either the employer or the union may refer the matter to the Stipendiary Magistrate of the district, who may settle and determine the same, and whose decision on the subject shall be final, subject to the right of either party to appeal to the Court within fourteen days. Notice of such appeal shall be served on the opposite party by the party appealing within such fourteen days.

(b) Pending a settlement of any such dispute in the manner herein-before mentioned, work shall be continued under the then existing conditions.

(c) If any dispute shall arise as to what is a wet level or a wet place, or a place not ventilated, as prescribed by the Mining Act and the regulations thereunder, the same shall be settled by the mine-manager and the secretary of the union, and, if they cannot agree, then by the Mining Inspector of the mining district, whose decision on the subject shall be final.

Under-rate Workers.

10. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

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 on the first pay day 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 this 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, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

(c) No employer shall discriminate against members of the union, and no employer shall in the employment or dismissal of men, or in the conduct of the mine, do anything for the purpose of injuring the union, whether directly or indirectly.

Adjustment of Rates of Remuneration.

12. All rates of remuneration provided for in this award shall be subject to the provisions of the general order of the Court of the 29th day of May, 1931.

Scope of Award.

13. This award shall apply only to the Murray Creek Gold-mining Co., Ltd., and the workers engaged in that company's employment.

Term of Award.

14. This award, in so far as it relates to wages, shall be deemed to have come into force on the 18th day of April, 1933, and so far as all

the other conditions of the award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 18th day of April, 1934.

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 29th day of June, 1933.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court was wages. A former company agreed to pay higher rates than the standard rates for the field. The present company is paying 15s. a day, which is 7d. per day above the standard award rate for the field. The union claims 15s. 9d., which is paid at the Big River Mine. The Murray Creek is not producing at present, and it is stated that non-payable development work will take a year to complete. In the circumstances, and taking into consideration the comparative conditions at the Blackwater Mine, which is paying 15s. a day, though bound only to pay 14s. 5d., a majority of the Court has decided that the company's proposed rate of 15s. per day is reasonable.

Mr. Montieth does not agree with the decision of the majority of the Court, and his dissenting opinion is subjoined.

F. V. FRAZER, Judge.

DISSENTING OPINION OF MR. MONTIETH.

The rate paid on the Reefton field is in every case in excess of the lowest award rate. In 1926 and 1928 this mine worked under an industrial agreement entered into by the then company, and provided a rate in excess of the lowest on the field. The miners to-day are asking for the same relative difference. The mine is outside Reefton, and it takes one hour and forty minutes to reach the place of employment and return, or if the men reside at Black's Point (which is the nearest place where accommodation is available) an hour's travelling per day. It is this isolation that induced the former company to pay a little extra, and to-day this difference would mean 9d. per shift. The company suggested that for twelve months they will only be engaged in development work, but the company's prospectus does not endorse this view. In view of the prospectus and the fact that before closing the mine was producing gold, and the price of gold to-day plus the exchange-rate, I am of the opinion that the rate of 15s. 9d. should be granted.