

**(10633.) WAIHI GOLD-MINERS.—INDUSTRIAL AGREEMENT.**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 11th day of June, 1934, between the Ohinemuri Miners and Batteries Employees' Industrial Union of Workers (hereinafter called "the union"), of the one part, and the Waihi Gold Mining Co., Ltd., and the Golden Dawn Gold Mines, Ltd. (hereinafter called "the Employers"), of the other part.

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 the 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.

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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 Saturdays, when four hours shall be worked. Forty-four hours shall constitute the week's work. Work shall commence at midnight on Sunday, and ordinary time shall cease at noon on the following 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 off by the company, or if, being absent for any other reason, his place is temporarily filled at ordinary rates of wages, then the time lost above 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 gassy places underground, 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 in drives or stopes .. ..	14	1
Miners working in drives or stopes with machines ..	14	7
Miners working in rises or winzes .. ..	14	7
Miners working in rises or winzes with machines..	15	0
Shaftsmen with machine or hand steel .. ..	15	8
Chambermen (with 8d. per shift for oilskin-money in wet shafts) .. ..	14	1
Bracemen .. ..	13	11
Mullockers and truckers underground .. ..	14	1
Mullockers and truckers on surface .. ..	13	11
Pumpmen and pitmen in shafts .. ..	15	0
Timbermen, surface or underground .. ..	14	7
Stamper hands .. ..	14	4
Stamper hands' assistants .. ..	14	1
Amalgamators .. ..	14	7
Stone-breaker man feeding crusher .. ..	14	4
Stone-breaker labourers .. ..	13	11
Truckers in batteries.. ..	13	11
Battery repairers .. ..	14	1
Battery repairers' assistants .. ..	14	1
Cyanide-men working in wet batteries .. ..	14	1
Pressmen, or pressmen working cranes .. ..	14	1
Pressmen's labourers .. ..	13	11
Men attending sands or settlers .. ..	14	1
Concentrates-treatment plant (man in charge) ..	15	0
Concentrates-treatment plant (assistants) ..	14	1
Vannermen .. ..	14	1
Vannermen's assistants .. ..	13	11
Tube mill (man in charge) .. ..	14	1
Tube mill (assistants) .. ..	13	11
Men slaking lime .. ..	14	9
Surface and general labourers .. ..	13	11
Greasers .. ..	14	1
Sluicers .. ..	14	1

Tar-workers: Men tarring tanks or any tarring job for the whole or greater part of a day, 14s. 9d. per shift of eight hours. (Does not apply to casual work.)

Where portion only of a shift is worked payment shall be made for the number of hours actually worked.

3. (a) Not less than 13s. 11d. 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 or to 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., 14s. 11d. per shift of eight hours.

#### *Wages of Youths.*

4. (a) For youths from sixteen to seventeen years of age 6s. 8d. per day of eight hours; for youths from seventeen to eighteen years of age 7s. 6d. per day of eight hours; for youths from eighteen to nineteen years of age 8s. 5d. per day of eight hours; for youths from nineteen to twenty years of age 9s. 4d. per day of eight hours.

(b) No youth under the age of sixteen years shall be employed in a battery or in or about a tailing plant, except in pursuance of an arrangement made between the union and the employer.

#### *Overtime and Holidays.*

5. (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 Sundays, New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day shall be paid for at the rate of double time.

#### *Payment of Wages.*

6. All wages shall be paid fortnightly on Fridays, five working-days after the dates to which the pay-rolls are made up.

#### *Meal-money.*

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

#### *Night Shifts.*

8. (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 shall not apply to men who ask for continuous night-shift work or to battery hopper men.

*General.*

9. (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) Copies of this agreement shall be posted up in conspicuous places about the mines and batteries.

(d) In the case of any funeral the union shall not call out the men, but any men who give the management not less than four hours' notice that they wish to attend the funeral shall be free to leave their work.

*Shift Bosses and Foremen.*

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

*Contractors.*

11. The undermentioned conditions shall apply to all contracts.

(a) All contractors and contractors' employees shall work the full number of hours constituting the normal week's work as laid down in this agreement.

(b) Wages men employed by contractors must be paid not less than the minimum rates prescribed by this agreement.

(c) 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 piece-work, written specifications and conditions shall be signed by the mine-manager and the contractor, contractors, or piece-workers.

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

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

(f) In respect of each period of four weeks the company will make a fortnightly advance of 13s. per shift on the number of shifts worked. This advance will be paid on Fridays.

Two weeks and three days later (Monday) the balance due on all work done up to the end of the period will be paid for.

(g) 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.

(h) 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.

(i) 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-rate contracts.

#### *Disputes.*

12. 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 mine-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.

#### *Preference.*

13. (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 a 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 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 1s. per week.

14. *Re Golden Dawn Mine.* After the expiration of three months from the date when this agreement came into operation, the union shall have the right to reopen negotiations with the proprietors of the Golden Dawn Mine with a view of considering the possibility of increasing the remuneration of the workers in the employ of the company aforementioned.

#### *Scope of Agreement.*

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

*Term of Agreement.*

16. This agreement shall come into force on the 18th day of March, 1934, in the case of the Waihi Gold Mining Co., Ltd., and on the 20th day of May, 1934, in the case of the Golden Dawn Gold Mines, Ltd., and shall continue in force until the 16th day of March, 1935.

Signed on behalf of the Ohinemuri Mines and Batteries Employees' Industrial Union of Workers—

[SEAL.]

E. DYER, President.  
W. BICE, Secretary.

For the Waihi Gold Mining Company, Limited—

[SEAL.]

R. G. MILLIGAN, Attorney.

For the Golden Dawn Gold Mines, Ltd.—

[SEAL.]

JOHN FARRELL, Chairman of Directors.  
M. H. WYNYARD, Secretary.

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