

(10904.) MARTHA GOLD-MINING CO. (WAIHI) CARPENTERS AND JOINERS.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 15th day of October, 1935, between the Waihi Branch of the Auckland Branch of the Amalgamated Society of Carpenters and Joiners' Industrial Union of Workers (hereinafter called "the union"), of the one part, and the Martha Gold-mining Co. (Waihi), Ltd. (hereinafter called "the company"), 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 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.

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SCHEDULE.

*Hours of Work.*

1. (a) Forty-four hours shall constitute a week's work, and shall be worked between the hours of 7.30 a.m. and 5 p.m. on five days of the week, with not less than half an hour for dinner, and on Saturday between 7.30 a.m. and 12 noon.

(b) If a worker is called out to start work before the usual starting-time he shall receive 2s. extra, provided he works only the ordinary number of shift hours.

*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, Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day shall be paid double time.

(b) If a worker has been engaged all day and all night and is required to continue on working into the next day, double time rates shall be paid for all such time worked after the usual hour for commencing work on the second day.

#### *Wages.*

3. The minimum rate of wages for journeymen carpenters and joiners shall be 2s. 3 $\frac{3}{4}$ d.

#### *Youths.*

4. (a) The following shall be the minimum rates of wages for youths:—

		Per Day.	
		s.	d.
For first year's service ..	..	4	3
For second year's service ..	..	5	3
For third year's service..	..	6	3
For fourth year's service ..	..	7	3
For fifth year's service..	..	8	3

(b) Certificates covering length of service shall be given to youths when leaving their employers, and on the termination of five years' service if required.

(c) All youths after five years' service shall be paid journeymen's wages.

#### *Country Work.*

5. 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 a worker is employed at such 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 the ordinary rates, but not to a greater amount than eight hours in a day.

#### *General Clauses.*

6. (a) Any worker called out after ordinary hours of 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.

(c) Employers shall provide all benches, cramps, spanners, wire-cutters, and pinch-bars, and other tools not ordinarily provided by a carpenter.

*Wet Places.*

7. 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, or *pro rata* payments for shorter periods than six hours.

*Matters not provided for.*

8. 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.*

9. (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 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 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 9d. per week.

(c) Whenever an employer shall employ a worker who is not a member of the union, he shall, within seven days thereafter, give notice in writing of such employment to the secretary of the union.

*Scope of Agreement.*

10. This agreement shall bind only the parties named herein.

*Term of Agreement.*

This agreement shall come into force as from the 24th November, 1935, and shall continue in force until the 7th day of May, 1937.

Signed on behalf of the Waihi Branch of the Auckland Branch of the Amalgamated Society of Carpenters and Joiners' Industrial Union of Workers—

[SEAL.]

R. B. FASHER, Secretary.

T. L. B. FEE, President.

For the Martha Gold-mining Co. (Waihi), Ltd.—

R. G. MILLIGAN, Attorney.

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