

(10905.) MARTHA GOLD-MINING CO. (WAIHI) ENGINE-DRIVERS,
WINDERS, FIREMEN, ETC.—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 South Auckland Engine-Drivers', Winders', Motormen's, and Firemen's 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.

SCHEDULE.

Hours of Work.

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 company 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 oilers.

Wages.

2. (a) The following shall be the minimum rates of wages which shall be paid by the employer to the persons employed in the following capacities:—

	Per Shift of Eight Hours.	
	s.	d.
Winders (work done during crib-time to be paid extra)	18	11
Winchmen on surface	16	5
Winchmen underground	17	5
First-class stationary-engine drivers	17	5
Second-class stationary-engine drivers	16	8
Firemen	15	0
Leading firemen (where more than one fireman is employed at the same time)	15	10
Locomotive-drivers	17	5
Locomotive-firemen	15	10
Locomotive-cleaner	15	5
Engine-cleaners	15	5
Engine-greasers	15	0
Employees on electric motors	15	7
Transformer house attendants	16	1
Electric-motor driven sinking or suspended pump attendants, with 8d. per shift for oilers as in clause 1 (b), per shift ..	15	6

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 shift of eight hours.

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

Dirty Work.

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

Definitions.

4. Definition of a motorman: The term "driver" of an 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 award, incidentally to such employment switches on or off the electric-power to a motor or motors.

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) For time worked on Sundays, New Year's Day, Good Friday, Easter Monday, the Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day, double time shall be paid.

Payment of Wages.

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

Funerals.

7. In the case of any funerals the union shall not call out the workers, 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.

8. Should any matter arising out of this award be in dispute during the term of this award 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; in case an agreement cannot be arrived at the matter shall be referred to the Conciliation Commissioner for the district or to some other person to be mutually agreed upon by the parties, whose decision shall be final.

Night Shifts.

9. (a) Two shillings extra shall be paid to a man, who, having worked his ordinary shift, is called out to go on another shift (other than his normal shift), 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 on 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 the locomotive-cleaner.

Preference.

10. (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 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 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 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 9d. per week.

Lost Time.

11. (a) Any worker not previously notified not to come to work attending and willing to work at the usual time for starting and there being no suitable work which he is allowed to perform shall be paid for two hours. This applies to Waikino only.

(b) In the event of any worker commencing work and being knocked off through no fault of his own by his employer he shall be paid the full shift rate.

Scope of Agreement.

12. This agreement shall apply only to the parties named herein.

Term of Agreement.

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

Signed on behalf of the South Auckland Engine-Drivers', Winders', Motormen's, and Firemen's Industrial Union of Workers.

[SEAL.]

A. E. RITCHIE, Secretary.
E. O'SHEA, President.

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

R. G. MILLIGAN, Attorney.