

(10906.) MARTHA GOLD-MINING CO. (WAIHI) GOLD-MINERS.—
INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this fifteenth day of October, 1935, between the Ohinemuri Mines and Batteries Employees' 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. 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 Sundays, 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 employer to the persons employed by them in the capacities mentioned, that is to say:—

	s.	d.
Miners working in drives or stopes	14	11
Miners working in drives or stopes with machines	15	5
Miners working in rises or winzes	15	5
Miners working in rises or winzes with machines	15	11
Shaftsmen with machine or hand steel	16	8
Chambermen (with 8d. per shift for oilskin-money in wet shafts)	14	11
Bracemen	14	8
Mullockers and truckers underground	14	11
Mullockers and truckers on surface	14	8
Pumpmen and pitmen in shafts.. .. .	15	11
Timbermen, surface or underground	15	5
Stamper hands	15	2
Stamper hands' assistants	14	11
Amalgamators	15	5
Stone-breaker man feeding crusher	15	2
Stone-breaker labourers.. .. .	14	8
Truckers in batteries	14	8
Battery repairers	14	11
Battery repairers' assistants	14	11
Cyanide-men working in wet batteries	14	11
Pressmen, or pressmen working cranes	14	11
Pressmen's labourers	14	8
Men attending sands or settlers	14	11
Concentrates-treatment plant (man in charge)	15	11
Concentrates-treatment plant (assistants)	14	11
Vannerman	14	11
Vannermen's assistants	14	8
Tube mill (man in charge)	14	11
Tube mill (assistants)	14	8
Men slaking lime	15	8
Surface and general labourers	14	8
Greasers	14	11
Sluicers	14	11

Tar-workers: Men tarring tanks or any tarring job for the whole or greater part of a day, 15s. 8d. 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 14s. 8d. 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 switchboard 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. 10d. per shift of eight hours.

Wages of Youths.

4. (a) For youths from sixteen to seventeen years of age, 7s. 3d. per day of eight hours; for youths from seventeen to eighteen years of age, 8s. 3d. per day of eight hours; for youths from eighteen to nineteen years of age, 9s. 3d. per day of eight hours; for youths from nineteen to twenty years of age, 10s. 3d. 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 employer's time.

(b) The company 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 stoping 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 payday the employer 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 the 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, 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.

Term of Agreement.

14. 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 Ohinemuri Mines and Batteries Employees' Industrial Union of Workers—

[SEAL.]

E. DYE, President.
W. BICE, Secretary.

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

R. G. MILLIGAN, Attorney.
