

(10907.) MARTHA GOLD-MINING CO. (WAIHI) ENGINEERS.—
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 Ohinemuri Branch of the Amalgamated Engineering Union, 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. 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. 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, Anzac Day, Easter Monday, the 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 working on into the next day, double time rates shall be paid for all such time worked after the ordinary hour of commencing work on the second day.

Dirt-money.

3. All journeymen working at repair work at or through boiler-flues, inside boilers, inside tube mills, inside smoke-boxes, inside economizers, or underground, shall receive 1s. 6d. per day extra. Youths working under the above conditions shall receive 6d. per day extra until their fourth year, and during the fourth and fifth years shall receive 1s. 6d. per day extra.

Minimum Wages for Competent Tradesmen.

4. (a) The wages of a competent tradesman who can produce documentary evidence from his employer or employers that he has served a five-years apprenticeship to his branch of the trade shall be 2s. 3d. per hour.

(b) The wages of a competent tradesman who has served five years continuously with any company party to this agreement shall be 2s. 3d. per hour.

(c) The wages of all other tradesmen, including drill-steel sharpeners, who are not provided for in subclauses (a) and (b) hereof shall be 2s. 1½d. per hour.

(d) In the event of any difference of opinion arising as to whether a worker is entitled to the pay as mentioned in this clause a committee consisting of the secretary of the union, a representative of the company concerned, and the Mining Inspector shall be set up to investigate the matter.

(e) The minimum rate of wages for blacksmiths' strikers shall be 14s. 8d. per day of eight hours.

Branches of Trade included.

5. The classes of men to which clauses 4 (a), (b), (c), and (e) hereof relate shall be—Fitters; patternmakers; turners; milling, planing, slotting, and drilling machinists; general blacksmiths; electrical fitters; drill-steel sharpeners; and blacksmiths' strikers.

Youths.

6. (a) Wages of youths, per day:—	s.	d.
For youth's first year's service in fitting-shop	4	3
For youth's second year's service in fitting-shop	5	3
For youth's third year's service in fitting-shop	6	3
For youth's fourth year's service in fitting-shop	7	3
For youth's fifth year's service in fitting-shop	8	3

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

(c) All youths after five years' service shall receive journeymen's wages. This clause shall not apply to youths employed as blacksmiths' strikers.

(d) Youths employed as blacksmiths' strikers shall be paid the following minimum rates:—

	Per Day of Eight Hours.	
	s.	d.
Under seventeen years of age	7	1
From seventeen to eighteen years of age	8	1
From eighteen to nineteen years of age	9	1
From nineteen to twenty years of age	10	1

Country Work.

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

Night Shifts.

8. Two shillings extra per shift shall be paid for night shifts. A "night shift" shall be considered as any shift worked outside the ordinary hours of day-work. This does not apply to men whose regular work is on afternoon or night shift.

General Clauses.

9. (a) Any worker called out after ordinary hours to go to 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.

Wet Places.

10. 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.

Matters not provided for.

11. Any dispute in connection with any matter not provided for in this agreement shall be settled between the employer 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 or to some other person to be mutually agreed upon, who may either decide the same or refer the matter to the Court. Either party, is dissatisfied with the decision, 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.

12. (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 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 9d. per week.

Scope of Agreement.

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

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 Branch of the Amalgamated Engineering Union (including Electricians and Motor Mechanics) Industrial Union of Workers—

[SEAL.]

J. REDGWELL, President.

C. JENNINGS, Secretary.

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

R. G. MILLIGAN, Attorney.