

## WESTLAND INDUSTRIAL DISTRICT.

**(11357.) WESTLAND GOLD DREDGE AND ALLUVIAL GOLDMINES EMPLOYEES.—AWARD.**

In the Court of Arbitration of New Zealand, Westland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Westland Gold Dredge and Alluvial Gold Mines Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

- Addison's Flat Gold-mining Co., Ltd., Addison's, via Westport.
- Antonio's Hydraulic Elevating Co., Ltd., Christchurch.
- Bell Hill Gold-sluicing Co., Ltd., Bell Hill, via Ruru.
- Burt, A. and T., Ltd., Dunedin.
- Gillespies Beach Gold-dredging Co., Ltd., P.O. Box 207, Dunedin.
- Kumura Gold Fields, P.O. Box 4, Kumara.
- Lawson's Flat Gold-sluicing Co., Ltd., Hokitika (registered office, Christchurch).
- Moonlight Gold-fields Co., Ltd., Moonlight.
- Mount David Sluicing Co., Ltd., Blackwater, via Ikamatua.
- Stafford Gold-dredging Co., Ltd., Hokitika.
- Stafford Sluicing, Ltd., Stafford, via Awatuna.
- The Argo Gold-dredging Co., Ltd., care of H. Lee, Reefton.
- The Barrytown Gold-dredging Co., Ltd., Barrytown (registered office, Mackay Street, Greymouth).
- The Brian Boru Gold-dredging Co., Ltd., care of J. M. Bunt and Co., Greymouth.
- The Bundi Gold-dredging Co., Camerons, Greymouth.
- The Charleston Sluicing Co., Charleston.
- The Deep Lead, Ltd., Gold-mining Co., Nelson Creek.
- The Golden Sands, Ltd., Gold-mining Co., Barrytown (registered office, Christchurch).
- The Maori Gully Gold-dredging Co., Ltd., care of J. M. Bunt and Co., Greymouth.
- The Mossey Creek Gold-dredging Co., Ltd., care of E. Souter, Greymouth.
- The Neoma Gold-dredging Co., Ltd., care of E. Souter, Greymouth.
- The New River Gold-dredging Co., Ltd., Greymouth, care of E. J. Woolf, 203 Commerce Buildings, Christchurch.
- The Okarito Five-mile Beach Gold-dredging Co., Ltd., Okarito, South Westland (registered office, 24 Water Street, Dunedin).

The Rimu Gold-dredging Co., Ltd., Hokitika.  
 The White's Electric Gold-dredging Co., Ltd., Barrytown.  
 The Worksop Extended Gold-dredging Co., Ltd., care of  
 H. Lee, Reefton.  
 Waitahu Gold-mining Co., Ltd., Waitahu, via Reefton  
 (registered office, 24 Water Street, Dunedin).  
 D.C. Welding Corporation, Ltd., Jubilee Buildings,  
 Mackay Street, Greymouth.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 12th day of October, 1937, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand this 12th day of October, 1936.

[L.S.]

E. PAGE, Judge.

## SCHEDULE.

*Hours of Work.*

1. The weekly hours of work shall be forty-eight consisting of six shifts of eight hours each.

*Wages.*

2. (a) The minimum rates of wages shall be as follows:—

	Per Hour.	
	s.	d.
Dredges and alluvial mines—		
Engineers .. .. .	2	6
Fitters and turners .. .. .	2	6
Carpenters .. .. .	2	6
Electricians .. .. .	2	6
Blacksmiths .. .. .	2	6
Welders .. .. .	2	6
Engine-drivers (where first-class certificate is required) .. .. .	2	6
Engine-drivers (where second-class certificate is required) .. .. .	2	4½
Winchmen .. .. .	2	4½
Amalgamators .. .. .	2	4½
Motormen .. .. .	2	3
Firemen .. .. .	2	1½
Stackermen and greasers .. .. .	2	1½
Strikers .. .. .	2	1½
Linesmen .. .. .	2	1½
Labourers on dredge work .. .. .	2	1½

In alluvial mines the minimum rate of pay shall be 2s. per hour: Provided that permission may be granted on non-paying alluvial claims or workings for the employees to be paid a lower rate of pay provided a secret ballot is taken amongst the men concerned, and subject to the approval of the union secretary.

	Per Hour.	
	s.	d.
Boring plants—		
Drillers .. .. .	2	6
Panners-off .. .. .	2	3
Pumpmen .. .. .	2	1½
Labourers .. .. .	2	1½
Stumping and clearing bush—		
Bush foreman .. .. .	2	6
Sniggers .. .. .	2	3
Bush winchmen (steam or electric) .. .. .	2	3
Tractor-drivers .. .. .	2	2¼
Other men engaged on clearing work .. .. .	2	1½

(b) On all construction jobs all men shall be paid in accordance with the above rates.

*Boys.*

3. The wages of boys under nineteen years of age, who are not provided for under the schedule, shall be adjusted by the secretary of the union and the employer, and if they are not able to agree the matter shall be referred to the Conciliation Commissioner or other person mutually agreed upon, the boy in the meantime to be paid at the rate offered by the employer, and when his wages are finally decided they shall be retrospective. When a boy is engaged the employer shall notify the union or its agent within three days with a view to fixing the boy's wages; all employees over nineteen years of age shall be paid in accordance with the schedule.

*Overtime.*

4. (a) Work done in excess of the hours prescribed in clause 1 hereof shall be paid for at the rate of time and a half.

(b) Sunday work shall be paid for at the rate of time and a half for the first four hours and double time thereafter, with a minimum of four hours' pay on any Sunday that a man is called out to work. Further, no man shall be relieved on any one job before he has completed eight hours.

(c) If the overtime work is for the purpose of repairing any defect in the machinery or appliances causing a stoppage of the dredge or mining work, the extra time required to effect the necessary repairs shall be paid for at the ordinary rates and not at overtime or holiday rates.

*Holidays.*

5. On completion of each year's continuous service after the coming into operation of this award, each worker shall be entitled to receive seven days' holiday on ordinary rates of pay. This holiday shall be taken at a time to be arranged between the workers and the employer at each dredge or mine.

In addition, all workers shall receive a holiday on full pay on the day of the union's annual meeting, which shall be held on a Saturday. The union shall give each employer twenty-one days' notice of the date of the annual meeting.

*Payment of Wages.*

6. All wages shall be paid twice monthly, the first payment being on the 19th of the month, and the second payment on the 5th of the month, and where the 19th or 5th of the month falls on a Sunday or holiday, then wages shall be paid the day previous to such Sunday or holiday. Wages for the first period

of the month shall be made up to and including the 14th of the month, and the second period shall be made up to and including the last day of the month :

Provided always that this clause shall be without prejudice to the rights of the employers to agree with the union in the case of wages, and with the contractors in the case of contract work, that the payments for such work shall be made less frequently than semi-monthly. Where the employment is terminated, the worker shall be paid all wages due at the expiration of the notice as provided in clause 12 hereof. Such payment may be made by cheque. Where a worker signs a form authorizing the employer to pay his union dues to the secretary of the union, then such employer shall act in accordance with such form and shall pay to the secretary of the union the amount in full. Any form so signed shall not under any circumstances be withdrawn.

#### *Pay Dockets.*

7. Each employer shall, as to wages earned and time worked from the commencement of this award, hand to each employee on each pay-day a pay-docket with the time worked and deductions, if any, shown thereon.

#### *Termination of Employment.*

8. Four hours' notice of the termination of the services of any worker shall be given by the employer to the worker or by the worker to the employer. This shall not affect the right of the employer to dismiss a worker without notice for good cause, or the worker to leave the employment without notice for good cause.

#### *Absence from Work.*

9. Any employee absenting himself from work for more than one day without first having obtained the permission of the management, shall be deemed to have left his employment without notice. This shall not apply in cases of sickness or accident. If any man is absent from his work for any cause, the manager shall have the right to put another man in his place for the period of his absence.

#### *Men employed on other than Ordinary Job.*

10. Where an employee is employed on any job other than his usual work, then such employee shall be paid the rate of wages provided for such job, if the rate is higher than that paid on his ordinary job, but in no case shall an employee be engaged on a job at a lower rate than the usual rate he is employed at.

*Travelling-time.*

11. All employees shall be paid travelling-time at ordinary rates where required to perform work more than a quarter of a mile from the dredge, sluicing claim, or drilling plant, and for the purpose of this clause such dredge, sluicing claim, or drilling plant shall be deemed to be the starting-point.

*Watch Duty.*

12. Where any work is performed other than watch duty and where there is any likelihood of an accident, then and in such case there shall always be employed a minimum of two employees. Where employees are employed on bush-work, no employee shall be required to work unless always within calling-distance of his mate.

*Supply of Drinking-water.*

13. There shall be a sufficient supply of drinking-water available and in a convenient place to all workers.

*Drying of Clothes.*

14. Facilities for drying clothes shall be provided at each dredge or mine working as the Disputes Committee hereinafter provided for shall decide, and the nature, efficiency, or otherwise of the appointments shall be decided by the committee having regard to the circumstances and merits of each particular case. Such facilities shall be provided only in places where men are compelled on account of distance to live at the dredge or mine working.

*Shelter-places.*

15. Where temporary shelters are required for the convenience of outside workers, such as men at dumps, &c., rough shelter shall be provided.

*First-aid Outfits.*

16. A suitable first-aid outfit, together with stretcher, shall be provided and maintained on every dredge and alluvial mine working.

*Contracting.*

17. Each employer shall have the right to have any work done by contract. All the provisions of this award shall apply to any workers employed by any contractor taking a contract to do any such work.

*Accidents.*

18. Where an employee meets with an accident which is sufficiently serious to require immediate medical attention, the employer shall pay the cost of transporting the injured worker to medical aid or hospital, or the employer may bring in medical aid to treat such worker at or near the place of the accident, whichever course shall be considered to be the most desirable to adopt in the interests of the injured worker having regard to the place of the accident and the extent of the injuries sustained.

*Wash-up Men.*

19. Men engaged on wash-up work while the dredge or alluvial mine is working shall be paid 6d. per shift extra when so employed.

*Disputes Committee.*

20. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded, but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award or any of them as to any matter whatever arising out of or connected therewith and not specifically dealt with in this award, every such dispute or difference as the same shall arise shall be referred to a committee to be composed of three representatives of the union and three representatives of the employers, such representatives to be appointed by their respective parties within fourteen days after the making of this award; and when a vacancy occurs on such committee the party concerned shall within fourteen days of such vacancy occurring fill such vacancy. This committee shall appoint some independent person as chairman, and such chairman shall be paid equally by both parties to the committee. If the chairmanship of the committee becomes vacant, then another chairman shall be appointed within fourteen days of such vacancy. The decision of the majority of the committee shall be binding, subject only to the right of either party to appeal to the Court against any decision of the Disputes Committee upon giving written notice of such appeal to the other party within fourteen days after the decision of the Disputes Committee has been given.

*Notice of Dismissal or Retirement.*

21. In the event of any workman committing a breach of the Mining Act, or of any of the general or special rules or regulations thereunder, or refusing or neglecting to carry out the instructions of the management, such workman shall be liable to instant dismissal.

*Under-rate Workers.*

22. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

*Workers to be Members of Union.*

23. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in the industry to which this award relates any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award:

Provided, however, that any non-unionist may be continued in employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards and every other person who for the time being is in receipt of not less than the



minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

*Scope of Award.*

24. This award shall operate throughout the Westland Industrial District.

*Term of Award.*

25. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of October, 1936, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 12th day of October, 1937.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 12th day of October, 1936.

[L.S.]

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E. PAGE, Judge.

MEMORANDUM.

The only matter referred to the Court related to under-rate workers. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

E. PAGE, Judge.