

**SOUTHLAND GOLD-DREDGE AND ALLUVIAL GOLD-MINES'
EMPLOYEES.—AWARD.**

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

Aitken's Dredge, Maitland, Waikaka.

Mutch, A., Waikaia.

Rainbow Dredging Co., Ltd., Waimumu.

Round Hill Gold-mining Co., Ltd., near Riverton.

Stewart Mining Co. (R. T. Stewart, Box 415, Dunedin),
Waikaka.

Waimumu Sluicing Co., Ltd., Waimumu.

Waipapa Dredging Co., Ltd., near Otara.

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 16th day of November, 1938, 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 15th day of June, 1938.

[L.S.]

P. J. O'REGAN, Judge.

SCHEDULE.

Industry to which Award applicable.

1. This award shall apply to alluvial gold-mining, including dredging and sluicing.

Hours of Work.

2. The ordinary hours of work for workers other than racemen or race attendants shall be forty-eight per week, to be worked in six shifts of eight hours each. Thirty minutes shall be allowed for lunch, provided that work shall not be interrupted thereby.

Wages.

3. The minimum rates of wages shall be as follows:—

		Per Hour.	
		s.	d.
(a)	Alluvial claims—		
	Racemen	2	2
	General claim hands.. ..	2	2
(b)	Dredges—		
	Winchman	2	3½
	Engineer	2	5
	Electrician	2	5
	Engine-driver (where first-class ticket required)	2	5
	All other dredge hands	2	2

Youths.

4. The wages of youths sixteen to seventeen years of age shall be not less than 1s. per hour, and seventeen to nineteen years of age 1s. 6d. per hour.

Payment of Wages.

5. (a) Wages shall be paid fortnightly, at the mine, in cash, on a day to be agreed upon between the management and the union.

(b) Notwithstanding the provisions of subclause (a) hereof, payment may be made at four-weekly periods by agreement in writing with the workers.

Overtime.

6. (a) Time worked in excess of the hours prescribed in clause 2 hereof shall be paid for at the rate of time and a half for the time worked.

(b) Sunday work shall be paid for at the rate of time and a half for the time worked, with a minimum of one hour's pay on any Sunday that a man is called out to work.

(c) If the overtime work is for the purpose of repairing any breakdown or defect in the machinery or appliances causing a stoppage of work, the extra time to effect the necessary repairs shall be paid for at ordinary rates.

(d) Should a worker not present himself for duties and another worker is required to carry on, such other worker shall not be paid time and a half rates, ordinary rates only being payable.

Holidays.

7. The following holidays shall be observed: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, and the day observed as the birthday of the reigning Sovereign. Work done on any of such holidays shall be paid for at the rate of time and a half.

Annual Leave.

8. Every employee after each twelve months' continuous service from the 1st April, 1937, or later date, shall be entitled to six days' holiday on full pay.

Annual Meeting of the Union.

9. Should the workers on any dredge or claim covered by this award appoint a delegate to attend the annual meeting of the union, and such delegate loses time by attending same, he shall be paid by his employer for his lost time to an amount not exceeding one ordinary day's pay.

Men employed on other than Ordinary Job.

10. Where an employee is employed on any job other than his ordinary work, such employee shall be paid the rate of wages in accordance with 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. Employees, other than racemen or linesmen, shall be paid travelling-time at ordinary rates where required to work more than a quarter of a mile from the starting-point. The dredge, sluicing claim, or drilling plant shall be the starting-point.

Accidents.

12. (a) Where employees meet 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 injured 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 accident and the extent of the injuries sustained.

(b) In the event of any fatal accident occurring in or about the mine or works, the workers may cease work for the remainder of the day, and also on the day of the funeral, provided that the necessary men required to maintain the safety of the mine or works shall continue to work.

Contracting.

13. Every 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.

Termination of Employment.

14. Eight hours' notice of the termination of the employment 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 on good cause, or the worker to leave the employer without notice on good cause. Where the employment is terminated, the worker shall be paid all wages due at the expiration of the notice. Such payment may be made by cheque.

Reference.

15. (a) Each employee on leaving or being discharged from his employment shall, on request, be given, within twenty-four hours thereafter, a reference in writing stating the position held and length of service.

(b) Original references shall be the property of the employee or applicant, and shall, on request, be returned within forty-eight hours after engagement or rejection of application.

Exemptions.

16. Nothing in this award shall apply to company officials such as mining engineers, surveyors, mine-managers, deputies, foremen, or shift bosses, the managers and foremen of hydraulic sluicing claims, and dredge-masters.

First-aid Outfits.

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

Drying of Clothes.

18. Where necessary, reasonable facilities shall be provided for the drying of clothes.

Disputes.

19. (a) If any dispute shall arise concerning any matter not specially provided for in this award or otherwise, it shall first be referred to the disputes committee at the mine, which committee shall consist of the union representative and the particular employer or his representative.

(b) Failing a settlement being arrived at by the local committee the matter in dispute shall be referred by the local committee to a central committee, consisting of two representatives of the mine-owners and two representatives of the union and an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right of appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

(c) Until a settlement of any dispute is reached, work shall continue in all respects as before the dispute arose. Any worker failing to do so shall be guilty of a breach of this award.

Application of Award.

20. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within that portion of the industrial district to which this award relates.

Under-rate Workers.

21. (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.

22. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award 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 any position or 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.

23. This award shall operate throughout that part of the Otago and Southland Industrial District which is under the jurisdiction of the Wardens' Courts sitting at Waikaia, Riverton, Invercargill, and Gore.

Term of Award.

24. This award, in so far as it relates to wages, shall be deemed to have come into force on the 16th day of November, 1937, 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 16th day of November, 1938.

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 15th day of June, 1938.

[L.S.]

____ P. J. O'REGAN, 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.

P. J. O'REGAN, Judge.
