

THE BLACKWATER MINES, LTD., WAIUTA.—DECISION OF
EMERGENCY DISPUTES COMMITTEE

In the matter of the Strike and Lockout Emergency Regulations 1939; and in the matter of a dispute between the Waiuta Quartz Gold-miners' Industrial Union of Workers and the Blackwater Mines, Ltd., relating to terms and conditions of employment of workers employed at the Blackwater Mines at Waiuta.

IN pursuance of the Strike and Lockout Emergency Regulations 1939, an Emergency Disputes Committee was on the 1st June, 1948, appointed by the Minister of Labour to decide the dispute in connection with the terms and conditions of employment of workers employed at the Blackwater Mines at Waiuta. The Committee consisted of the following:—

Workers' Representatives: Messrs. W. Purdy, E. J. Riley, and S. P. Williams.

Employers' Representatives: Messrs. W. G. Porter, T. R. Hogg, and W. J. Humphries.

Chairman: His Honour Judge W. F. Stilwell, Deputy Judge, Court of Arbitration.

Mr. F. Crook, secretary, United Mine Workers of New Zealand, acted as advocate, and with him was associated

Mr. T. E. Elgin, secretary of the Waiuta Union. Mr. W. J. Humphries, general manager of the Blackwater Mines, Ltd., acted as advocate for that company.

Representatives of the parties had previously conferred in conciliation on 27th January, 1948, in respect of a new agreement based on claims of the union dated the 8th January, 1948. While a measure of agreement was reached on that occasion, the wage-rates claimed created the substantial question which the Emergency Disputes Committee aforesaid was called upon to decide.

This Committee met at Reefton on Wednesday, the 9th day of June, 1948, and examined and discussed all matters relevant and appropriate to a new agreement covering terms and conditions of employment of the workers employed at the Blackwater Mines at Waiuta. It was not found possible to reach any agreement on the outstanding question of wages.

As a consequence and in pursuance of paragraph 8 of the Strike and Lockout Emergency Regulations 1939, Amendment No. 2, it becomes necessary for the Chairman to promulgate his decision as the decision of the Committee. Accordingly, the wage-rates determined in such manner are incorporated in the schedule hereinafter mentioned, and by consent of the parties all other relevant conditions and provisions which have been settled between them are also included therein. The parties expressly agree to abide by the decision now promulgated.

THE SCHEDULE HEREINBEFORE REFERRED TO

1. (a) The following shall be the minimum rate of wages for the respective workers herein specified:—

(1) *Underground*—

	£	s.	d.
Miners working machines in rises levels wines and shafts	1	6	9
All other miners	1	6	3
Truckers	1	6	3
Chamberman (add 10½d. per day extra in wet shafts where wet-time clause does not apply)	1	6	1
Mullockers and shovellers	1	6	3
Timbermen and repairers	1	6	3
Pipe-fitters and plate-layers	1	8	5
Bracemen	1	6	3

(2) <i>Surface</i> —	£	s.	d.
Winding-engine drivers	1	8	3
Winding-engine drivers requiring both first - class stationary and winders certificate	1	9	3
Tool-sharpeners	1	8	5½
Timber framers	1	8	11½
Blacksmith strikers	1	7	1
Amalgamators	1	7	10
Stone-breaker men	1	5	7
Cyanide men handling solution ..	1	5	4
Labourers	1	5	0
Assayer's assistant	1	4	7

(b) Not less than £1 5s. per day or shift of eight hours shall be paid to any class of labour employed under this award. This applies to adults only.

Youths

2. The following shall be the minimum rate of pay for youths:—

Youths under eighteen years of age may be employed as blacksmith strikers, hand battery feeders, self battery feeders (not exceeding five stamps), or to do other work at lime tables and cyanide works and any other light employment above ground at the following rates of pay: for the first year, 12s. 6d., with an increase of 1s. 3d. per shift each year until eighteen years of age; thereafter not less than the minimum rate of pay for the particular job he is doing. Youths shall not be employed at tipping or filling aerial or as brakesmen or coupler of aerial or at pick up work or shovel work.

Special Provision for Engineers

3. The wages of a competent tradesman who can produce documentary evidence that he has served a five years' apprenticeship to his trade shall be 31s. 2d. per shift. Forty (40) hours shall constitute a week's work, to be worked between the hours of 7.30 a.m. and 5 p.m., Monday to Friday—eight hours to constitute a shift.

Workers employed at any acetylene or electric welding shall be paid 1s. per day extra whether any welding is done or not by them.

Branches of Trade

4. The classes of workers to whom the foregoing clauses relate shall be fitters, pattern-makers, turners, milling, planing, slotting, and drilling machinists, general blacksmiths, plate-workers, tinsmith-plumbers employed in any branch of the trades.

Country Work

5. 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.

Shifts

6. (a) When a worker is required to change his hours of work from day to afternoon or night shift he shall be paid ordinary rates plus 2s. for that shift and overtime rates for all work done in excess of eight hours.

(b) If a worker is employed underground for four hours or less, he shall receive 4d. per hour extra. If employed for more than four hours, he shall receive 2s. 6d. extra per shift.

(c) Any worker called out to return to his work after his ordinary hours shall be paid as from the time he leaves his home, such travelling-time not to exceed half an hour.

Carpenters and Joiners

7. (a) Forty hours shall constitute a week's work, to be worked between the hours of 7.30 a.m. and 5 p.m., Monday to Friday, both days inclusive—eight hours to constitute a shift.

(b) The minimum rate of wages shall be 31s. 2d. per shift of eight hours, exclusive of crib-time.

(c) Country work as same as engineers.

The employer shall provide all benches, cramps, wire cutters, L'Houmediru bits, and all other tools not ordinarily provided by a carpenter.

THE FOLLOWING CLAUSES SHALL APPLY TO ALL CLASSES OF WORKERS

Overtime

8. (a) All time worked in excess of the normal shift on any day shall count as overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) Any worker who has not been told on the previous day that he will be required to work overtime and who is required to work more than one hour beyond the close of his normal shift shall be granted an allowance of 2s. 6d.

Holidays

9. The following shall be statutory holidays for which payment shall be made to every worker under this agreement at his appropriate daily rate of wages, provided he has qualified for payment by working up to at least four days preceding the holiday and recommencing work not later than three days after the holiday: Provided, however, that in the case of a worker who is off work through sickness or accident, such worker will not be required to qualify: New Year's Day, Good Friday, Easter Monday, Anzac Day, annual picnic day, Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day. In the event of any of these holidays, except Anzac Day, occurring on a Saturday or a Sunday or within the annual holiday period specified herein, another day shall be substituted therefor by agreement between the management and the union. In the event of Anzac Day falling on a Saturday or a Sunday, no payment is to be made for such Anzac Day. Eleven days' holiday at his ordinary daily rate of wages shall be granted to every worker under this award on the completion of each year of service with the same employer. The holidays shall be taken between 24th December and 4th January, both days inclusive, and shall be paid for on the last pay-day prior to 24th December.

If the employment of any worker is terminated by either party for any reason before the completion of a year's service or if the employment has commenced later than 4th January, such worker shall, after the completion of not less than five weeks' service, be granted holiday payment in the proportion of one day at his ordinary daily wages-rate for each five weeks' service or fraction of five weeks.

Any proportionate holiday payment due to any worker shall be paid on the termination of the employment.

For any work done during the annual holiday period, payment shall be made at the rate of double time. For all work done on Sunday, payment shall be at the rate of double time.

Shifts

10. Any worker working rotating shifts shall receive 1s. per shift extra for the afternoon shift and 2s. per shift extra for the night shift. For continuous shift, or where more than one week of night shift is worked, without a break, the worker shall receive 3s. per shift extra.

Payment of Wages

11. All wages shall be paid fortnightly on alternate Fridays.

General: Shall apply to all Branches

12. (a) Any worker who having ceased work and is called out for other than his usual shift shall be paid a minimum of one hour at overtime rates.

(b) When a worker presents himself for work at his usual starting-time and is sent home through no fault of his own he shall be paid a minimum of two hours.

(c) Any worker, having worked his usual shift, who is required to work overtime shall be paid overtime, including meal-time.

(d) No worker shall be required to work more than five hours without being given the opportunity for having a meal.

(e) All workers engaged underground during crib-time shall be paid for crib-time.

(f) 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.

(g) Meal-money shall be allowed at the rate of 2s. 6d. per meal to workers who are called upon to work more than five hours continuously without an opportunity to have a meal, or, in the case of shift-workers, a crib-time.

(h) Any employee persistently absenting himself from work for more than two days 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 or in cases where the worker is absent on legitimate union business.

Dirt-money

13. Workers engaged in cleaning under winding-engines, inside air-receivers, and tarring shall receive 3s. per shift extra. Workers engaged in cleaning out arsenic-chambers shall be paid double time.

Hours of Work

14. (a) For all underground men a week's work shall not exceed forty hours, which shall be worked in shifts of not more than eight hours (including crib-time) from Monday to Friday, both days inclusive.

(b) For surface workers forty hours (excluding crib-time) shall constitute a week's work, eight hours to be worked each day from Monday to Friday, both days inclusive.

(c) Six hours (bank to bank) shall constitute a shift in wet, hot, or gassy places, and shall be paid for as if the worker had worked a shift of eight hours, and in the event of piece-workers or contractors shall be paid 25 per cent. of average fortnightly earnings. Five such shifts shall constitute a week's work from Monday to Friday, both days inclusive.

(d) A wet place shall mean a place where the workman cannot avoid his clothing becoming saturated with water within five hours of his commencing work where the workman has to work in more than 3 in. of water underfoot.

(e) In any case where a dispute arises as to whether a place is wet, the matter, if it cannot be settled between the mine-manager and the workmen's inspector, shall be referred to the Inspector of Mines for the district, whose decision shall be final and be abided by.

Contracting

15. The employer shall have the right to have any work, either underground or on the surface, done by contract. All the provisions of the award shall apply to any workers employed by any contractor taking a contract to do any such work.

Term of Award

16. This award, in so far as it relates to wages, shall be deemed to have come into force as from the 25th day of June, 1948, 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. It shall remain in force until the 25th day of June, 1950, and shall continue thereafter in full force and effect until superseded by a further award or industrial agreement, or by a decision of an Emergency Disputes Committee set up under the Strike and Lockout Emergency Regulations 1939.

Dated this 29th day of June, 1948.

W. F. STILWELL, Deputy Judge, Chairman.