

(2010.) OTAGO AND SOUTHLAND GOLD-MINERS (ROUND HILL AND OURAWERA).—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1908,” and its amendment; and in the matter of an industrial dispute between the Otago and Southland Gold-miners’ Industrial Union of Workers (hereinafter called “the union”) and the Round Hill Mining Company (Limited) and the Ourawera Gold-mining Company (Limited) (hereinafter called “the employers”).

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the above-mentioned dispute, and the agreement arrived at by the parties hereto, and in order to give effect to the application of all the parties that the terms and conditions thereof should be embodied in this award, 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 the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that

this award shall take effect as from the 1st day of September, 1909, and shall continue in force until the 31st day of August, 1910.

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 4th day of December, 1909.

W. A. SIM, Judge.

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SCHEDULE.

*Hours of Work.*

1. Eight hours shall be a recognised shift. The shifts shall go round.

*Wages.*

2. The following shall be the minimum rate of wages for the several classes of workers hereinafter specified: Claim hands, 1s. per hour; racemen, 1s. per hour; blacksmiths, 9s. per shift. The wages now being paid by the Round Hill Mining Company (Limited) to racemen in excess of the rate hereby fixed shall not be reduced during the currency of this award.

*Payment of Wages.*

3. Wages shall be paid monthly, and in cash.

*Holidays.*

4. The following shall be the recognised holidays: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, and the King's Birthday.

*Repairing Breakages.*

5. When claim hands are required to repair breaks in a water-race, the time occupied in going to and from the break shall be paid for.

*Employment of Youths.*

6. Youths may be employed at not less than the following rates: 18 to 20 years, 6s. per shift; 20 to 21 years, 7s. per shift. No youths to work night shifts unless paid full wages.

*Under-rate Workers.*

7. (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 Stipendiary Magistrate of the district where such worker resides, or such other person as the Court may from time to time appoint for that purpose; and such Magistrate 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 Magistrate or other person may think fit to

consider after hearing such evidence and argument as the union and such worker shall offer; and upon granting such a permit the Magistrate or other person shall forward notice thereof to the Inspector of Awards.

(b.) Such permit shall be for such period not exceeding six months as such Magistrate 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 Magistrate or other person shall think fit.

(c.) Notwithstanding the foregoing, it shall be competent for a worker to agree 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.

#### *Preference.*

8. So long as the rules of the union permit any person of good character, upon the payment of an entrance fee not exceeding 5s. and of subsequent contributions at a rate not exceeding 6d. per week, upon a written application of such person stating his desire to join the union, without ballot or other election, to become and remain a member thereof, each employer shall employ members of the union in preference to non-members, provided that there are members of the union equally qualified to perform the particular work required to be done, and the employer shall know of such members, and shall be able to obtain their services without any undue delay. Nothing herein contained shall prevent the continued employment of workers now in the employment of any employer, although such workers may not be or become members of the union.

9. The union shall keep at the Post-office, Round Hill, a book to be called the "employment-book," wherein shall be entered the names, addresses, and occupations of all members of the union for the time being out of employment, and the name, address, and occupation of every employer by whom such member shall have been employed during the preceding one year. Immediately upon such member obtaining employment a note thereof shall be entered in such book. The executive of the union shall use their best endeavours to verify all the entries contained in such book, and the union shall be answerable as for a breach of this award in case any entry therein shall in any particular be wilfully false to the knowledge of the executive of the union, or in case the executive of the union shall not have used reasonable endeavours to verify the same. Such

book shall be open to every employer without fee or charge at all hours between 9 a.m. and 4 p.m. on each working-day of the week except the day of the weekly half-holiday, and on that day between the hours of 9 a.m. and noon. If the union shall fail to keep such book in the manner provided by this clause, then and so long as such failure shall continue any employer may if he think fit employ any person, whether a member of the union or not, to perform the work required to be done, notwithstanding the foregoing provisions.

*Scope of Award.*

10. This award shall bind only the employers hereinbefore named, and is limited in its operation to their claims.

*Term of Award.*

11. This award shall come into force as from the 1st day of September, 1909, and shall continue in force until the 31st day of August, 1910.

In witness whereof the seal of the Court of Arbitration hath hereunto been put and affixed, and the Judge of the said Court hath hereto set his hand, this 4th day of December, 1909.

W. A. SIM, Judge.

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MEMORANDUM.

This award embodies, without alteration, the agreement of the parties.

W. A. SIM, Judge.

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