

(4310.) OTAGO AND SOUTHLAND GOLD-MINERS.—AWARD *RE*
DREDGEMEN.

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 amendments; 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 undermentioned persons, firms, and companies (hereinafter called "the employers") :—

The Otago and Southland Gold-mining Industrial Union of Employers, 20 Crawford Street, Dunedin, and
Bruce Gold-dredging Company—J. Nelson, Post-office, Milton.

Cardrona Gold-dredging Company—George Rivers, Farbert Street, Alexandra.

Ferry Gold-dredging Company—J. A. Sligo, Box 217, Dunedin.

Forks Gold-dredging Company—W. Crawford, Willow Bank, Gore.

Golden Gate Gold-dredging Company—David McLean, Miller's Flat.

- Golden Run Gold-dredging Company—R. T. Stewart, Horse-shoe Bend.
- Jutland Hydraulic Gold-dredging Company—Warren Boyd, High Street, Dunedin.
- Koputai Gold-dredging Company—D. Wilson, Box 27, Waikaka.
- Kura Gold-dredging Company—A. R. Spence, Freshford, Gore.
- La Franchi Gold-dredging Company—La Franchi Bros., Cardrona.
- Lane's Gold-dredging Company—J. A. Sligo, Box 217, Dunedin.
- Lower Nevis Gold-dredging Company (Limited)—C. E. Richards, Farbert Street, Alexandra.
- Muddy Creek Gold-dredging Company—Fred Hamer, Freshford, Gore.
- Nevis Crossing Gold-dredging Company—James Horn, storekeeper, Bannockburn.
- New Alexandra Gold-dredging Company—John Rivers, Farbert Street, Alexandra.
- Orlig Gold-dredging Company—J. H. Brugh, Empire Buildings, Dunedin.
- Otakau Gold-dredging Company—P. Power, Rattray Street, Dunedin.
- Pringle's Gold-dredging Company—John J. Sheehy, Miller's Flat.
- Rising Sun Gold-dredging Company (Limited)—C. Ray, Post-office, Cromwell.
- Rosedale Gold-dredging Company—W. Crawford, Willow Bank, Gore.
- Smith and Aitken Gold-dredging Company—David Smith, Waikaka Valley.
- Star Gold-dredging Company—G. P. Johnston, Maitland, Gore.
- Treasure Gold-dredging Company—William Adams, View Street, Dunedin.
- Turnbull's Gold-dredging Company—John Turnbull, Post-office, Waikaka.
- United Gold-dredging Company—John Turnbull, Post-office, Waikaka.

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, 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 from the 5th day of June, 1916, and shall continue in force until the 31st day of December, 1917, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 26th day of May, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. Eight hours shall be the recognized shift.
2. Time and a quarter shall be paid for all overtime worked, including the washing of mats. When overtime work is rendered necessary by reason of breakdown of machinery or by other special emergency involving damage to property or danger to life only ordinary rates shall be paid, provided that running lines, sinking backer-holes, replacing buckets, pins, and links, and repairing the ordinary wear-and-tear of the dredge shall not be deemed special emergency work.

Holidays and Sunday Work.

3. The following days shall be observed as holidays: New Year's Day, 2nd January, Christmas Day, and Boxing Day, provided that by mutual agreement between the employer and the workers two other days in Christmas week may be substituted for New Year's Day and 2nd January. Should any of such days fall on a Sunday then the following day shall be observed as the holiday. The calculating of time for any such holiday shall be from midnight to midnight.

4. All work done on Sundays and the four holidays named shall be paid for at double rates.

Rates of Wages.

5. The minimum wages for dredge hands, including coalers and daymen, for every shift of eight hours shall be as follows:—

- (a.) 11s. per shift in the Molyneux River and gorges and in the banks of the Molyneux above Roxburgh Bridge, and in the Kawarau and its banks, and in the Manuherikia and its banks, and at Nevis, Cardrona, Shotover, and the Upper Clutha.
- (b.) 10s. per shift in the Molyneux River and gorges and in the banks of the Molyneux below Roxburgh Bridge, and at Waipori, Waikaka, Waikaia, Gore, and all other parts of the industrial district.
- (c.) In the localities mentioned in subclauses (a) and (b) hereof motormen and greasers may be paid 1s. per shift less than the wages specified in those subclauses respectively.

General Clauses.

6. All shifts shall go round, but a dredgemaster when he considers it necessary may require the engineer to take the day shift for an extra week.

7. No cadet shall work a dredge hand's night shift unless he is paid full wages.

8. Wages shall be paid at not greater intervals than once a month, and on the job where the money is earned.

Preference.

9. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within fourteen 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 award 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 6d. per week.

Under-rate Workers.

10. (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 Factories 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.

Term of Award.

11. This award shall come into force on the 5th day of June, 1916, and shall continue in force until the 31st day of December, 1917.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 26th day of May, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies the recommendation of the Council of Conciliation, which the parties agreed to accept, with a slight modification in the holidays clause which was agreed on at the hearing.

T. W. STRINGER, Judge.

NOTE.—Section 90, subsection (1) (d), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiration of the currency of the award, the award shall continue in force until a new award has been duly made or an industrial agreement entered into, except where the registration of an industrial union of workers bound by such award has been cancelled.