(7419.) WAIHI GOLD-MINERS.—ORDER AMENDING AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of the Waihi Gold-miners' award, dated the 20th day of December, 1922, and recorded in Book of Awards, Vol. xxiii, p. 1324.

IN pursuance and exercise of the powers in that behalf conferred upon it by section 92 of the Industrial Conciliation and Arbitration Act, 1908, and by the Industrial Conciliation and Arbitration Amendment Act, 1921–22, and for the purpose of remedying a defect in and giving fuller effect to the Waihi Gold-miners' award dated the 20th day of December, 1922, this Court, being of the opinion that it is just and equitable to amend the said award, doth hereby order that the said award shall be amended in manner following, that is to say,—

1. Clauses 2 and 3 of the said award are hereby deleted, and the following provisions are substituted therefor :—

"*Wages.*

"2. The following shall be the minimum rates of wages per day or per shift of eight hours which shall be paid by the employers respectively to the persons employed by them in the capacities mentioned, that is to say :—

	s.	d.
"Miners working in drives or stopes	14	1
Miners working in drives or stopes with machines	14	7
Miners working in rises or winzes	14	7
Miners working in rises or winzes with machines	15	1
Shaftmen with machine or hand steel	15	10
Chambermen (with 8d. per shift for oilskin money in wet shafts)	14	1
Bracemen	13	10
Mullockers and truckers underground	14	1
Mullockers and truckers on surface	13	10
Pumpmen and pitmen in shafts	15	1
Tool-sharpeners	14	1
Timbermen, surface or underground	14	7
Stamper hands	14	4
Stamper hands' assistants	14	1
Amalgamators	14	7
Stone-breaker man feeding crusher	14	4
Stone-breaker labourers	13	10
Truckers in batteries	13	10
Battery-repairers	14	1
Battery-repairers' assistants	14	1
Cyanide-men working in wet batteries	14	1
Pressmen, or pressmen working cranes	14	1
Pressmen's labourers	13	10
Men attending sands or settlers	14	1
Concentrates-treatment plant (man in charge)	15	1
Concentrates-treatment plant (assistants)	14	1
Vannermen	14	1
Vannermen's assistants	13	10
Tube mill (man in charge)	14	1
Tube mill (assistants)	13	10
Men slacking lime	13	10
Surface and general labourers	13	10
Blacksmiths' strikers	13	10
Greasers	14	1
Sluicers	14	1

"3. (*a.*) Not less than 13s. 10d. per day or per shift of eight hours shall be paid to any class of labour employed by the employers. This applies to adults only. Nothing in this award contained shall apply

to workers attending electric motor-driven sinking-pumps and switchboard attendants.

"(*b.*) The minimum rates of wages for the weekly half-day or half-shift of four hours shall be one-half the rates provided for a day or a shift of eight hours."

2. This order shall operate and take effect as from the date of the coming into force of the said award.

Dated this 16th day of February, 1923.

[L.S.] F. V. FRAZER, Judge.

MEMORANDUM.

The Court has made the foregoing order in exercise of the powers vested in it by section 92 of the Act, which empowers the Court to remedy a defect. The Court when making the award had to deal principally with the schedule of wages, and the wording of the former industrial agreement was adopted in respect of other matters. Under that agreement the different rates of wages scheduled were provided as the minimum rates payable "per day or per shift of eight hours," and overtime was payable for the excess over eight hours a day or forty-four hours a week. The Court in framing the present award did not alter the wording of the clause providing for the payment of wages "per day or per shift of eight hours." The former industrial agreement did not provide for payment of proportionate rates of wages for broken portions of a day. The Court, under Mr. Justice Sim, laid down the rule that, in the absence of express provision to the contrary, a weekly or a daily wage was indivisible, and the rule has never been departed from. We were not informed at the hearing that the parties had treated the daily wage fixed by the agreement as divisible, and that the practice was to pay five and a half days' wages for a week of five and a half days. The Court assumed that the former agreement bore its correct legal interpretation, and that six days' wages were paid; and that the reference to eight hours indicated the number of hours to be worked, except in hot, wet, or gassy places, before overtime rates became payable. It was the intention of the Court to grant a measure of relief to the companies by reducing the rates of wages by 6d. per day. As, however, the cost-of-living adjustments had already been made, the majority of the Court was of the opinion that some compensation should be given to the workers, and it was accordingly provided that the new rates of wages should not be subject to revision until November, 1923, which would place the workers in a relatively better position after the 1st May, 1923, if a further general order reducing wages of other workers, in accordance with a fall in the cost of living, were then made. The Court finds now that instead of the Waihi miners' rates being higher than the Court's basic rates for other workers, as was stated in the memorandum to the award, they are actually lower, owing to the week's wages being based on five and a half days' pay instead of six. The minimum

wage for a week's work for a surface labourer at Waihi is £3 15s. 2d., as against the Court's standard minimum rate of £3 16s. 1d. It has not been the Court's practice to reduce rates for labourers below the minimum of £3 16s. 1d., and the Court would not have reduced wages by 6d. per day, or 3s. per week, if the effect of the reduction would have been to bring the minimum rate below £3 16s. 1d. per week. The majority of the Court is of the opinion that the stabilization clause should be deleted, and that the new schedule of rates should be increased by 2d. per day all round, thus bringing the minimum rate up to the Court's present standard minimum. As the rates of wages were fixed under a misapprehension as to the practice agreed upon by the parties, the Court has made this order of its own motion. Mr. Hammond, who is acting as deputy-member representing the employers, naturally declines to assent to or dissent from this order, for the reasons that he was not a member of the Court at the time that the award was made, and that he acted as advocate for the employers when the dispute was before the Court. Mr. Reardon and I are not in a position to speak for Mr. Scott, who was the member representing the employers when the award was made, but his views are set out in the memorandum to the award. The Court regrets that the union did not make representations to it when the award was issued, and it is only within the last few days that it has learned that the practice of the parties has been to treat the prescribed daily wage as being divisible. We can understand that, as the parties had all through misinterpreted their own agreement, they did not think it necessary at the hearing to deal with the question of weekly earnings, more particularly as the case was argued on the basis of a daily rate. Had the matter been represented to us by the union, we would have corrected the error at once, but we could hardly have been expected to know that the former industrial agreement did not correctly express the intention and practice of the parties unless our attention had been specifically directed to that fact.

[L.S.] F. V. FRAZER, Judge.