

(2642.) INANGAHUA GOLD-MINERS.—AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, this 16th day of November, 1912, between the Inangahua Miners' Industrial Union of Workers (hereinafter called "the union"), of the one part, and the Progress Mines of New Zealand (Limited), the Consolidated Goldfields of New Zealand (Limited), the Blackwater Mines (Limited), the Keep-it-Dark Mines (Limited), and the New Big River Gold-mining Company (Limited), (hereinafter called "the employers"), of the other part :

Whereas there is now subsisting between the parties hereto an industrial agreement bearing date the 1st day of July, 1910 : And whereas it has been agreed by the parties hereto that the provisions of the said agreement bearing date the 1st day of July, 1910, shall be varied and extended as hereinafter provided :

Now this agreement witnesseth and it is hereby agreed by and between the union and the members thereof and the employers and each and every of them as follows :—

1. That the terms, conditions, agreements, and provisions set out in this agreement shall be binding upon the union and every member thereof and upon the employers and each and every of them.

2. 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 agreement required to be done, observed, and performed, and shall not do anything in contravention of this agreement, or take any steps or proceedings with the intention to defeat any of the provisions of this agreement, but shall in all respects abide by and perform the same.

3. *Hammer Drills.*—In all cases where Waugh or Butterfly drilling-machines are in operation the mining operations shall be performed by men working in pairs.

4. *Contract Work.*—The employer shall have the right to require stoping and all other descriptions of mining operations to be done by contract, subject to such general conditions as have been drawn up and agreed upon by the representatives of the parties appointed for that purpose.

5. *Payment of Wages, &c.*—The union shall not require the employers to pay for work done, whether on contract or wages, oftener than bi-monthly. In all cases where such payments are being made bi-monthly all wages earned or progress-payments due under contract up to the 15th day of each calendar month shall be paid not later than the 19th day of such month, and all wages earned or progress-payments due under contract up to the last day of the month shall be paid not later than the 4th day of the following month: Provided always that this clause shall be without prejudice to the rights of the employers to agree with the union in the case of wages and the contractors in cases of contract work that the payments for work done shall be made less frequently than bi-monthly.

6. The employers agree that there shall be no victimization of members of the union for having taken part in the recent labour dispute, and that all men who were in the employ of the employers in the month of May last shall as far as practicable be reinstated in their former positions if they apply for work within fourteen days from the date hereof.

7. *Preference to Unionists.*—In the event of any employer who is a party to this agreement hereafter engaging any worker who shall not be a member of the union, and who on the first pay-day after his engagement shall not become and remain a member of the union, then and in such case the employer shall, if requested to do so by the union, dismiss such worker from his service, provided that there is then a member of the union who is equally qualified to perform the particular work required to be done and ready and willing to undertake the same: Provided always that this clause shall not interfere with engagements now subsisting

between any employer and non-unionist, but that such employer may continue to employ any miner or other person now actually employed by such employer as heretofore, although such miner or other person may not be a member of the union, and although such miner or other person may from want of work in the mine or otherwise be from time to time temporarily not actually employed in the mine: Provided further that this preference clause shall operate only if and so long as the union shall permit workers employed or to be employed on any mine to become and remain members of the union, without ballot or other election, upon payment of an entrance fee of 5s. and a subscription of not more than 6d. per week.

8. The said agreement, bearing date the 1st day of July, 1910, shall hereafter be read and construed as if clause 13 thereof had been deleted, and in all other respect subject to any modification, extension, or variation herein contained, and subject to any such modification, extension, or variation the same is hereby ratified and confirmed.

9. *Duration.*—It is hereby also declared and agreed that this agreement shall take effect from the 1st day of December, 1912, and shall continue in force for a period of twelve calendar months thereafter.

In witness whereof these presents have been executed this 16th day of November, 1912.

[SEAL.] G. R. CROWLEY, President.
M. FAGAN, Secretary.
A. J. CHETTLE, Trustee.

The common seal of the Inangahua Miners' Industrial Union of Workers was hereto affixed by order of the union and signed by George Robert Crowley, president, Mark Fagan, secretary, and Arthur James Chettle, trustee, in the presence of—H. P. Lawry.

[SEAL.] THE BLACKWATER MINES (LIMITED),
By its Attorney, A. WINTER EVANS.

Signed in the name and on behalf of the Blackwater Mines (Limited) by its attorney, Alfred Winter Evans, in the presence of—H. P. Lawry.

[SEAL.] THE PROGRESS MINES OF NEW ZEALAND
(LIMITED),
By its Attorney, A. WINTER EVANS.

Signed in the name and on behalf of the Progress Mines of New Zealand (Limited) by its attorney, Alfred Winter Evans, in the presence of—H. P. Lawry.

[SEAL.] THE CONSOLIDATED GOLDFIELDS OF NEW
ZEALAND (LIMITED),
By its Attorney, A. WINTER EVANS.

Signed in the name and on behalf of the Consolidated Goldfields of New Zealand (Limited) by its attorney, Alfred Winter Evans, in the presence of—H. P. Lawry.

[SEAL.] JAS. WILLS,
 JAMES STEVENSON, } Directors.

The common seal of the Keep-it-Dark Mines (Limited) was hereto affixed by order of the Board of Directors, this 16th day of November, 1912, in the presence of—H. P. Lawry.

[SEAL.] HENRY S. CASTLE,
 JAMES STEVENSON, } Directors.

The common seal of the New Big River Gold-mining Company (Limited) was hereto affixed by order of the Board of Directors, this 16th day of November, 1912, in the presence of—H. P. Lawry.