

WESTLAND INDUSTRIAL DISTRICT.

(8194.) INANGAHUA GOLD-MINERS.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, this 27th day of April, 1925, between

The Inangahua Gold- and Coal-mine Industrial Union of Workers
(hereinafter called "the union") of the one part, and the under-mentioned companies (hereinafter called "the employers") of the other part,—

The Blackwater Mines (Limited)
The New Big River Gold-mining Company (Limited)
The New Murray Creek Gold-mines (Limited)
The North Big River Gold-mines (Limited)
The North Blackwater Mines (Limited)
The Progress Mines of New Zealand (Limited)
The Reefton Gold-mines (Limited)
The Scotia Prospecting and Development Syndicate (Limited)
and
The South Big River Mines (Limited)
The Wealth of Nations Mine (Limited)

whereby it is agreed by and between the union and the members thereof and the employers as follows :—

(a.) 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 one of them.

(b.) The union and every member thereof, and the employers and each and every one 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 intention to defeat any of the provisions of this agreement, but shall in all respects abide by and perform the same.

(c.) This agreement shall come into force on the 16th day of February, 1925, and shall continue in force until the 15th day of February, 1926.

SCHEDULE B.

Wages.

1. (a.) The following shall be the minimum rates of wages for the respective workers employed at Big River by the New Big River Gold-mining Company (Limited), the North Big River Gold-mines (Limited), the South Big River Mines (Limited), and the Scotia Prospecting and Development Syndicate (Limited), and New Murray Creek Gold-mines (Limited), that is to say:—

UNDERGROUND.				s.	d.
Miners working with machines in rises or winzes	..	..	..	18	6
All other miners	..	..	..	18	0
Truckers	..	..	..	17	0
Chambermen	..	..	..	18	0
Bracemen	..	..	..	18	0
Timbermen and repairers	..	..	..	18	0
Mullockers and shovellers	..	..	..	17	0
Repairers in shafts and rises	..	..	..	19	0
Winchmen requiring winding-driver's certificate	..	..	..	18	6
Winchmen not requiring certificate	..	..	..	17	6
Pipe-fitters and platelayers	..	..	..	18	0
SURFACE.				s.	d.
Winding-engine drivers	..	..	..	19	6
Winding-engine drivers requiring both first-class stationary and winding-driver's certificates	..	..	..	21	8
Stationary-engine drivers where first-class certificate is required	..	..	..	18	0
Stationary-engine drivers where first-class certificate is not required	..	..	..	17	0
General blacksmiths	..	..	..	20	4
Strikers	..	..	..	16	0
Tool-sharpener	..	..	..	18	6
Carpenters	..	..	..	19	6
Millwrights	..	..	..	19	6
Timber-framers	..	..	..	19	6
Truckers on surface	..	..	..	16	6
Aerial brakemen	..	..	..	16	6
Other aerial men	..	..	..	16	6
Amalgamators	..	..	..	17	6
Vanner and other concentrates men	..	..	..	16	0
Stonebreaker-men	..	..	..	16	0
Battery-feeders	..	..	..	16	0
Cyanidemen handling solution	..	..	..	16	6
Cyanidemen not handling solution	..	..	..	16	0
Firemen	..	..	..	16	6
Labourers, pick-and-shovel	..	..	..	16	6
Other labourers	..	..	..	16	0
Winchmen	..	..	..	16	6

(b.) The following shall be the minimum rates of pay for the respective workers herein specified, exclusive of those employed in the Big River, Merrijigs, and Murray Creek districts :—

UNDERGROUND.				s.	d.
Miners working with machines in rises or winzes	..	..	..	16	6
All other miners	..	..	..	16	0
Truckers	..	..	..	15	0
Chambermen	..	..	..	16	0
Bracemen	..	..	..	16	0
Mullockers and shovellers	..	..	..	15	0
Timbermen and repairers	..	..	..	16	0
Repairers in shafts and rises	..	..	..	17	0
Winchmen requiring winding-driver's certificate	..	..	..	16	6
Winchmen not requiring certificate	..	..	..	15	6
Pipe-fitters and platelayers	..	..	..	16	0
SURFACE.				s.	d.
Winding-engine drivers	..	..	..	17	6
Winding-engine drivers requiring both first-class stationary and winder's certificates	..	..	..	19	8
Stationary-engine drivers where first-class certificate is required	..	..	..	16	6
Stationary-engine drivers where first-class certificate is not required	..	..	..	15	6
General blacksmiths	..	..	..	18	4
Strikers	..	..	..	14	6
Tool-sharpeners	..	..	..	17	0
Carpenters	..	..	..	17	6
Millwrights	..	..	..	17	6
Timber-framers	..	..	..	17	6
Truckers on surface	..	..	..	15	0
Aerial brakemen	..	..	..	15	0
Other aerial men	..	..	..	15	0
Amalgamators	..	..	..	16	0
Vanner and other concentrates men	..	..	..	14	6
Stone-breaker men	..	..	..	14	6
Battery-feeders	..	..	..	14	6
Cyanidemen handling solution	..	..	..	15	0
Cyanidemen not handling solution	..	..	..	14	6
Firemen	..	..	..	15	0
Labourers, pick-and-shovel	..	..	..	15	0
Other labourers	..	..	..	14	6
Winchmen	..	..	..	15	0

(c.) The above rates shall be paid in respect of all shifts but Saturday shifts, as to which half-rates shall be paid in the case of all workers other than battery-workers, and three-fourths rates shall be paid to battery-workers.

(d.) Men taken from their usual employment to do other work, but not exceeding two successive shifts, shall be paid the higher rates, and the same hours of labour shall be observed.

Youths.

2. Youths under eighteen years of age may be employed as black-smiths' strikers, hand battery-feeders (not exceeding five stamps), self battery-feeders, or to do work at slimes-tables and cyanides, and at any other light employment above ground, at the following rates of pay; For the first year, not less than 8s. 6d. per day, with an increase at the end of each year of employment of not less than 1s. per day until such youth reaches the minimum wages of the branch of employment in which he is employed. Youths shall not be employed at tipping or filling aerial, or as bracemen, tool-sharpeners, rock-breakers, brakesmen, or coupler of aerial, or at heavy pick-and-shovel work.

Hammer-drills.

3. In all cases where Waugh or Butterfly drilling-machines or other drilling-machines are in use the mining operations shall be performed by men working in pairs, so that one man shall operate the machine and the other shall be in the vicinity to render, and shall render, any assistance that may be necessary in the way of using the spray or otherwise. This clause shall not apply to cases where Water-Leyner drills are in operation.

Contracting.

4. Each employer has the right to have any work, either underground or on the surface, done by contract. All the provisions of this agreement shall apply to any workers employed by any contractor taking a contract to do any such work.

Payment of Wages.

5. The union shall not require the employers to pay for work done, whether on contract or wages, oftener than semi-monthly. In all cases where such payments are being made semi-monthly all wages earned or progress-payments due under contracts up to the 15th day of each calendar month, and all wages earned or progress-payments due under contracts 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 the case of contract work, that the payments for work done shall be made less frequently than semi-monthly.

Holidays.

6. (a.) The following shall be the holidays, except in battery and reduction works: From the 24th December to the 1st January (both

days inclusive), Good Friday, and Saturday following Good Friday, and Labour Day. If New Year's Day shall fall on a Sunday, then the following Monday shall be observed as a holiday also.

(b.) The following days shall be holidays in battery and reduction works: Christmas Day, Good Friday, and Saturday following Good Friday. Each employer shall also allow to each worker employed in the battery or reduction works eight days' holiday at some convenient time without thereby affecting the employment of such worker. This provision shall apply to youths when employed in batteries or reduction works.

Overtime.

7. (a.) Time and a quarter for the first two hours, and thereafter time and a half. This clause shall not apply to work done on Sundays or holidays, the payment of which is prescribed by section 248, subsection (2), of the Mining Act, 1908.

(b.) Double time shall be paid for any work done on Sunday after a full shift has been worked.

(c.) When a worker is required to change his hours of work he shall be notified of such intended change by his employer, and if the employer fails to give such notice and the worker is sent home after arriving at the works he shall be allowed two hours' pay.

Hours of Work.

8. (a.) As to workers other than battery hands, the shift following Sunday shall go on at 8 a.m. on Monday; the day shift on Saturday shall commence work at 8 a.m. and cease at noon; the afternoon shift on Saturday shall commence work at noon and cease at 4 p.m.; the night shift on Saturday shall commence work at 4 p.m. and cease work at 8 p.m.

(b.) As to battery hands for Saturday shift: Day shift to start 8 a.m. and cease at 2 p.m., afternoon shift to start at 2 p.m. and cease at 8 p.m.

(c.) Except as mentioned in the last two preceding subclauses, the hours of work shall be eight hours, and in the case of underground workers such hours shall be counted as prescribed by section 248 of the Mining Act, 1908. The usual allowance will be made for crib-time.

(d.) Men working in wet levels and other wet places shall be paid shift-wages for working six-hour shifts at the face, out of which twenty minutes shall be allowed for crib.

Under-rate Workers.

9. (a.) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on the application of such worker after twenty-four hours' notice to the union, by the Warden of the

district or such other person as the Court may from time to time appoint for that purpose; and such Warden or other person in so fixing such wage shall have regard to the worker's incapability, his past earnings, and such other circumstances as such Warden or other person shall think fit to consider after hearing such evidence and argument as the union and the worker shall offer; and upon granting such a permit the Warden or other person shall forward notice thereof to the Inspector of Factories.

(b.) When occasion arises for so fixing a worker's wage it shall be fixed for such period, not exceeding six months, as such Warden or other person shall determine, and after the expiration of the said period it shall continue in force until fourteen days' notice shall have been given him 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 worker whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Warden or other person may 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 send notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(e.) It shall be the duty of any employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Matters not provided for.—Disputes.

10. (a.) Any dispute as to any matter not provided for in this agreement shall be settled by a written agreement between the employer concerned and the union, and in the event of such an agreement not being made within seven days after either the employer or union shall have given to the other party a notice of readiness to confer as to same, either the employer or the union may refer the matter to the Stipendiary Magistrate of the district, who may settle and determine the same, and whose decision on the subject shall be final, subject to the right of either party to appeal to the Court within fourteen days. Notice of such appeal shall be served on the opposite party by the party appealing within such fourteen days.

(b.) Pending a settlement of any such dispute in the matter hereinbefore mentioned, work shall be continued under the then existing conditions.

(c.) If any dispute shall arise as to what is a wet level or wet place, or a place not ventilated, as prescribed by the Mining Act and the regulations thereunder, the same shall be settled by the mine-manager of the particular mine and the secretary of the union, and if they cannot agree, then by the Mining Inspector of the mining district, whose decision on the subject shall be final.

Preference.

11. (a.) If any employer shall hereafter engage any worker coming within the scope of this agreement who shall not be a member of the union, and who shall not become a member thereof on the first pay-day 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 agreement 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.

(c.) No employer shall discriminate against members of the union, and no employer shall in the employment or dismissal of men, or in the conduct of the mine, do anything for the purpose of injuring the union, whether directly or indirectly.

Scope of Agreement.

12. This agreement shall apply only to the employers named herein, and their respective successors in business, and to such other employers in the Reefton district as may be joined on application being made from time to time.

The common seal of the Inangahua Gold- and Coal-mine Industrial Union of Workers was hereto affixed by order of the union, and signed by the president and secretary, in the presence of W. Rivers.

T. E. WILLIAMS, President.

[SEAL.]

D. MCKANE, Secretary.

Signed in the name and on behalf of the Blackwater Mines (Limited) by its attorney, Ernest William Spencer, in the presence of W. Gore Porter, Company Secretary, Reefton.

E. W. SPENCER, Director.

Signed in the name and on behalf of the New Murray Creek Gold-mines (Limited) by H. Bicknell, in the presence of F. G. Dunn, Public Accountant, Christchurch.

H. BICKNELL, Secretary.

The common seal of the New Big River Gold-mining Company (Limited) was hereto affixed by order of the Board of Directors, in the presence of W. Gore Porter, Company Secretary, Reefton.

[SEAL.]

T. H. LEE, Secretary, Reefton.

Signed in the name and on behalf of the Reefton Gold-mines (Limited) by Frederick George Dunn, in the presence of R. Agar, 150 Hereford Street, Christchurch.

FRED. G. DUNN, Secretary.

Signed in the name and on behalf of the South Big River Mines (Limited) by Frederick George Dunn, in the presence of R. Agar, 150 Hereford Street, Christchurch.

FRED. G. DUNN, Secretary.

Signed in the name and on behalf of the North Big River Gold-mines (Limited) by H. Bicknell, in the presence of Fred. G. Dunn, Public Accountant, Christchurch.

H. BICKNELL, Secretary.

Signed in the name and on behalf of the Wealth of Nations Mines (Limited) by its secretary, W. Gore Porter, in the presence of A. A. Rouse, Mines Accountant, Reefton.

W. GORE PORTER, Secretary.

Signed in the name and on behalf of the Progress Mines of New Zealand (Limited) by its attorney, Ernest William Spencer, in the presence of W. Gore Porter, Company Secretary, Reefton.

ERNEST W. SPENCER, Director.

The common seal of the North Blackwater Mines (Limited) was hereto affixed by order of the Board of Directors, in the presence of W. Gore Porter, Company Secretary, Reefton.

[SEAL.]

GEO. PASCOE, Secretary, Reefton.

Signed in the name and on behalf of the Scotia Prospecting and Development Syndicate by its secretary, T. Hubert Lee, in the presence of W. Gore Porter, Company Secretary, Reefton.

T. H. LEE, Secretary, Reefton.

NOTE.—Section 25, subsection (4), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiry of the term of the industrial agreement, it shall continue in force until superseded by another industrial agreement or by an award of the Court of Arbitration, except where the registration of an industrial union of workers bound by such agreement has been cancelled.

(8195.) NORTHERN, WELLINGTON, CANTERBURY, WESTLAND, AND OTAGO AND SOUTHLAND INDUSTRIAL DISTRICTS LICENSED-HOTEL EMPLOYEES. — AMENDMENT EXTENDING SCOPE OF AWARD AND ADDING PARTIES.

In the Court of Arbitration of New Zealand, Marlborough Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of the Northern, Wellington, Canterbury, Westland, and Otago and Southland Industrial Districts Licensed-hotel Employees' award, dated the 6th day of March, 1924, and recorded in Book of Awards, Vol. xxv, p. 274.

Wednesday, the 29th day of April, 1925.

In pursuance and exercise of the power reserved to the Court by clause 20 of the Northern, Wellington, Canterbury, Westland, and Otago and Southland Industrial Districts Licensed-hotel Employees'