

WESTLAND INDUSTRIAL DISTRICT.

(10922.) BIG RIVER GOLD-MINERS (REEFTON).—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 31st day of August, 1935, between the Inangahua Gold and Coal Mine Industrial Union of Workers (hereinafter called "the union") of the one part, and the undermentioned company (hereinafter called "the employer") of the other part: the Big River Gold Mines, Ltd.; whereby it is agreed by and between the union and the members thereof and the employer 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 employer.

(b) The union and every member thereof, and the employer shall 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 to this agreement, or take any steps or proceedings 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 1st day of July, 1935, and shall remain in force until the 30th day of June, 1937.

SCHEDULE.

Wages.

1. (a) The following shall be the minimum rates of wages for the respective workers herein specified:—

Underground—

Miners working with machines in rises and	s.	d.
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-drivers' certificate	18	6
Winchmen not requiring certificate	17	6
Pipe-fitters and plate-layers	18	0

<i>Surface—</i>	s.	d.
Winding-engine drivers	19	6
Winding-engine drivers requiring both first-class stationary and winding- drivers' certificate	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-sharpeners	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 concentrate men ..	16	0
Stone-breaker men	16	0
Battery-feeders	16	0
Cyanide-men handling solution ..	16	6
Cyanide-men not handling solution ..	16	0
Firemen	16	6
Labourers, pick-and-shovel	16	6
Other labourers	16	0
Winchmen	16	6

(b) The above rates shall be paid in respect of all shifts, but on Saturdays half a shift shall be worked and paid for in the case of all workers other than battery-workers, and three-fourths of a shift shall be worked and paid for in the case of battery-workers. Underground workers working on the night shift will be paid for forty-five hours, but will work forty-three hours only.

(c) Men taken from their usual employment to do other work exceeding two successive shifts shall be paid for the rate applicable to the latter employment, and the same hours of labour shall be observed.

Youths.

2. Youths under eighteen years of age may be employed as blacksmiths' strikers, hand battery-feeders (not exceeding five stamps), self battery-feeders, or to do work at slime tables and cyanide, and at any other light employment above ground at the following rates of pay: For the first year, not less than 8s. 6d. a 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 wage of the branch of employment in which he is employed. Youths shall not be employed at tipping or filling aerial, or as bracedmen, 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 employer 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 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 employer to agree with the union in the case of wages, and the contractors in the case of contract work, that the payment for work done shall be made less frequently than semi-monthly.

Holidays.

6. (a) The following shall be 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 employment of such worker. This provision shall apply to youths when employed in the battery 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 and holidays and payment for 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, if a night shift is worked, will start at 1 a.m. on Monday. Saturday shifts shall be worked as follows: Night shift commences work at midnight on Friday and ceases work at 4 a.m. on Saturday; day shift commences work at 8 a.m. Saturday and ceases work at 12 noon; afternoon shift commences work at 12 noon and ceases work at 4 p.m. Saturday.

(b) As to battery hands for Saturday shift: Day shift to start at 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 sub-clauses, 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 shall 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.

(e) By agreement between the employer and the union, the foregoing provisions may be varied in respect of any mine or mines so as to permit eleven shifts to be worked in a fortnight, each alternate Saturday being an off day, except for necessary repair work which shall be paid for at rates fixed in accordance with the custom heretofore prevailing.

Matters not provided for: Disputes.

9. (a) Any dispute as to any matter not provided for in this agreement shall be settled by a written agreement between

the employer and the union, and in the event of such an agreement not being made within seven days after either the employer or the 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 rights 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 a 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.

Under-rate Workers.

10. (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 the worker after due notice to the union by the local Inspector of Awards, or any such other person as the Court may from time to time appoint for that purpose; and such Inspector or other persons, 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 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.

11. (a) If the 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. The provisions of this subclause relating to the dismissal of workers shall apply with equal effect to any worker coming within the scope of this agreement engaged since the 1st day of July, 1935, but before the coming into force of this agreement, who is not a member of the union during the currency of this agreement.

(b) The provisions of this 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, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrears, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at meetings of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

(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 employer named herein and his respective successor 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.

[SEAL.]

J. MCGREGOR, Secretary.
S. P. WILLIAMS, President.

In the presence of—E. F. Rollerson.

Signed in the name of and on behalf of the Big River Gold Mines, Ltd., by—

J. W. HANNAN } Directors,
J. B. AULD }
Big River Gold Mines, Ltd.

In the presence of—T. H. Lee, Secretary, Reefton.
