

(2247.) OTAGO COAL-MINERS. — AGREEMENT *RE* COOPER'S
COLLIERY

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, between the proprietor of Cooper's colliery, Waronui (hereinafter called "the employer"), of the one part, and the Otago Coalminers' Industrial Union of Workers (hereinafter called "the union"), of the other part, this 12th day of December, 1910, witnesseth that it is agreed by and between the parties as follows:—

HOURS OF LABOUR.

1. The hours of labour shall be in accordance with the Coalmines Act, 1908, and its amendments.

WET PLACES.

2. Six hours shall constitute a shift for workmen working in wet places. A "wet place" is a place where the worker is standing in water, or water is dropping from the roof, and the worker cannot keep dry.

SHIFT-WAGES.

3. Shift-wages shall be not less than 11s. per shift, and 6d. per shift extra for night shift.

GENERAL PROVISIONS.

4. Tools shall be sharpened free of cost to workmen.

5. When shortening hands non-unionists shall be the first to go, then last-comers to the mine, and, of these, single men before married men.

6. No private agreement shall occur between the employer and any of the employees of the mine.

HOLIDAYS.

7. The following days shall be observed as holidays: Christmas Day, Boxing Day, 1st and 2nd January, the birthday of the reigning sovereign, Labour Day, annual picnic day, Good Friday and the Saturday following, and Easter Monday. Should any of the above days fall on a Sunday, then the day following shall be observed as a holiday.

OVERTIME.

8. All workers shall be paid overtime as follows: Not less than time and a quarter for work done on week-days, and time and a half for work done on Sundays and holidays.

RIGHTS OF WORKERS.

9. A representative of the union shall be granted leave of absence to attend to union business; the manager to be notified.

PREFERENCE.

10. Preference of employment shall be given to members of the union.

MODE OF WORK.

11. It is agreed that for the ensuing twelve months from the date of this agreement the mine shall be worked on shift-wages if during that period the employer does not employ more than three miners; but if four or more miners are employed, then the same piecework rates shall be paid and conditions of work observed as are provided for in the agreement by which the Bruce Railway and Coal Company are bound; and if on the expiry of the date of this agreement no fresh agreement is entered into between the union and the employer, then the piece rates and conditions of work shall thereafter be the same as in the agreement between the Bruce Railway and Coal Company and the union.

MATTERS NOT PROVIDED FOR.

12. Anything not provided for herein is to be arranged between the mine-manager and the committee of the union, or, in case they cannot agree, the matter shall be referred to the Stipendiary Magistrate sitting in the district, whose decision shall be final.

TERM OF AGREEMENT.

13. This industrial agreement shall come into force on the 12th day of December, 1910, and shall continue in force until the 12th day of December, 1911.

In witness whereof the parties have executed these presents this 12th day of December, 1910.

Signed for and on behalf of the employer—

JOHN COOPER.

In the presence of—HUGH FERGUSON.

Signed for and on behalf of the union—

JAMES SIMM, President.

In the presence of—R. N. RIDD, Secretary.
