

## NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

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### (4263.) HUNTLY ENGINE-DRIVERS AND FIREMEN (IN COAL-MINES).—AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, between the Taupiri Coal-miners' (Limited) Industrial Union of Employers (hereinafter called "the company") of the one part, and the Huntly Engine-drivers' (in Coal-mines) Industrial Union of Workers, registered as an industrial union under the said Act (hereinafter called "the union"), of the other part, witnesseth that it is agreed by and between the parties as follows:—

#### *Hours of Work.*

1. Forty-eight hours shall constitute a week's work, excepting for engine-drivers and firemen constantly employed on day shift, whose hours of work shall be eight on the first five days of the week and six and a half hours on Saturdays.

|  | <i>Wages.</i> | <i>Per Shift.</i> |    |
|--|---------------|-------------------|----|
|  |               | s.                | d. |
| 2. Winding-engine drivers ... ..           | ...           | 11                | 6  |
| First-class stationary ... ..              | ...           | 11                | 0  |
| Second-class stationary and haulage ... .. | ...           | 10                | 0  |
| First-class endless-rope haulage ... ..    | ...           | 10                | 6  |
| Fireman ... ..                             | ...           | 9                 | 9  |
| Loco.-driver ... ..                        | ...           | 10                | 6  |
| Pumpmen ... ..                             | ...           | 10                | 6  |

Haulage engines to be classed as first- or second-class stationary.

In addition to the above wages a war bonus of  $7\frac{1}{2}$  per cent. on the amounts of the same will be paid for the duration of the war or during the period from the last day of August, 1916, to the 31st day of March, 1918.

#### *Payment of Wages.*

3. Wages shall be paid fortnightly.

#### *Cleaning Boilers and Flues.*

4. When cleaning out boilers and flues six hours shall constitute a shift when actually working in boilers and flues, and when cleaning out boilers and flues on a Sunday six hours shall constitute a shift, for which time and a quarter shall be paid.

#### *Overtime.*

5. The rate of overtime shall be time and a quarter. For work done on Sunday the rate shall be time and a half, and for work done on Good Friday, Christmas Day, or New Year's Day the rate shall be double time, and for work done on all other holidays ordinary time.

#### *Holidays.*

6. Where drivers and firemen are working continuously on three shifts the hours of work shall be forty-eight per week, from midnight on Sunday till midnight Saturday; and these workers shall on completion of twelve months' service receive an annual holiday of seven days on full pay, or after six months' service in case of a worker being in ill health he shall receive holidays and payment for same proportionate to the time served, the time of taking holidays to be at the option of the company.

#### *Disputes.*

7. Should any matter arise during the term of this industrial agreement and not herein provided for, such matter shall be referred to the manager and president of the union with a view to coming to terms, or in case they cannot come to an agreement the matter shall be referred to the Conciliation Commissioner of the district, whose decision shall be final.

*Notice to be given.*

8. A fortnight's notice in writing shall be given before a worker is discharged, and *vice versa*. In the event of any worker committing a breach of the Coal-mines Act or any of the General and Special Rules thereunder, or refusing or neglecting to carry out the instructions of the management, he shall be subject to instant dismissal.

*Absence from Work.*

9. Having regard to the working-hours for the time being existing, no worker shall absent himself from work during his proper working-hours without the sanction of the manager or engineer, unless such absence shall be caused by sickness or accident.

*Fatal Accident.*

10. In event of a fatal accident occurring in connection with any of the company's mines there shall be no cessation of pumping-machinery or winding operations.

*Preference.*

11. (a.) The Taupiri Coal-mines (Limited) shall recognize the Huntly Engine-drivers' (in Coal-mines) Industrial Union of Workers registered under the Conciliation and Arbitration Act, and the said union covenants that it will not during the continuance of this agreement take any steps to make any application for the purpose of cancelling its registration thereunder; nor shall such union under any circumstances whatever affiliate with any other body of workers not duly registered under the Conciliation and Arbitration Act. If any such steps as aforesaid shall be taken or any such application made, or if the said union shall affiliate with any other body of workers not duly registered under the Conciliation and Arbitration Act, then in addition to any penalty which the said union may incur for a breach of this agreement or otherwise the operation of all the clauses of this agreement may at the option of the company be suspended, and in lieu thereof the following provisions shall come into force, and shall remain in force until a further agreement shall be made or this agreement revived, that is to say: The hours of work, wages, and other conditions of work for all workers coming within the scope of this agreement shall be fixed by agreement between the company and the individual workers employed.

The provisions of this agreement shall apply only to members of the union, and the secretary of the union shall, when requested by the mine-manager, supply a list of the members of the union.

If the company engages any worker who is not a member of the union, and who within one week after his engagement does not become and remain a member of the union, the company shall dismiss such worker if requested to do so by the union.

Further, the company shall, when requested by the union to do so, take into consideration the advisability of dismissing any worker now employed by the company, if after fourteen days from the service upon him by the union of a notice requiring him to join the union such worker refuses or neglects to become and remain a member of the Huntly Engine-drivers' (in Coal-mines) Industrial Union of Workers.

The provisions of the foregoing clause shall operate only if and so long as the rules of the union permit any person 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 or verbal agreement, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week: Provided always that this clause shall operate without prejudice to the right of the union to reject any applicant for membership on the ground of unsuitability or otherwise.

The company shall not be compelled to re-employ any worker who at any time has been discharged from his employment by the company, notwithstanding that such discharged worker may be or become and remain a member of the union.

(b.) No official of the company shall be a member of the union.

(c.) When a vacancy occurs the employee with the longest continuous service shall be appointed to the position, provided he satisfies the management that he possesses the necessary qualifications and is capable of performing the duties to the satisfaction of the management.

#### *Strike or Lockout.*

12. The union shall do all in its power to prevent any strike by any of the workers affected by this agreement, and if any strike shall occur in which any members of the union shall take part such strike shall be *prima facie* evidence that the union has committed a breach of its duty hereunder.

The union expressly covenants and agrees that it will not as a union recognize, take part in, aid, abet, or in any way promote or assist any strike unless and until a secret ballot has been taken of all financial members of the union and the consent obtained of at least three-fourths of such members, and unless and until subsequent to such ballot and consent at least six weeks' notice in writing has been given to the company: Provided always that the taking of such ballot and the consent of such majority shall not in any way lessen or remove any liability otherwise resting upon the union under the Conciliation and Arbitration Act or otherwise.

If any strike shall occur in which the union or a majority of its members shall take part and in respect of which a secret ballot shall not have been taken as aforesaid, or the consent of three-fourths of the financial members shall have not been given, or the said six weeks' notice in writing shall not have been given, the union shall be deemed to have committed a breach of this

agreement, and shall pay to the company the sum of £25 for each and every day that such strike shall continue, and such amount may be recovered in any Court of competent jurisdiction as and for liquidated damages and not as a penalty.

If any strike by any of the workers affected by this agreement shall occur, then the operation of all the provisions contained in the foregoing clauses of this agreement shall at the option of the company be suspended, and in lieu thereof the following provisions shall come into force, and shall remain in force until a further agreement shall be made or this agreement revived, that is to say: The hours of work, wages, and other conditions of work for all workers coming within the scope of this agreement shall be fixed by agreement between the company and the individual workers employed.

The company on its part undertakes and agrees that it will not unnecessarily or unreasonably cease work, but will use its best endeavours to keep the workers fully employed.

If the company shall suspend or discontinue work under circumstances which shall amount in law to a lockout, the company shall pay to the union the sum of £50 per day for each and every day during which such lockout shall continue, and such amount may be recovered in any Court of competent jurisdiction as and for liquidated damages and not as a penalty.

*Scope of Industrial Agreement.*

13. This industrial agreement shall apply only to the parties named therein.

*Term of Industrial Agreement.*

14. This industrial agreement shall come into force on the 1st day of April, 1916, and shall continue in force until the 31st day of March, 1918, or until superseded by another agreement or award.

In witness whereof the parties have executed these presents this 5th day of April, 1916.

The common seal of the Taupiri Coal-mines (Limited) Industrial Union of Employers was hereto affixed by the authority and in the presence of—

[SEAL.]

E. W. ALISON, President.  
HENRY A. GORDON, Committeeman.  
J. FOTHERINGHAM, Secretary.

Witness—T. Harle Giles, Conciliation Commissioner.

The common seal of the Huntly Engine-drivers' (in Coal-mines) Industrial Union of Workers was hereto affixed by the authority and in the presence of—

[SEAL.]

RICHARD PERRY, Vice-President.  
WM. K. McLEAN, Secretary.

Witness—T. Harle Giles, Conciliation Commissioner.