

(5088.) INANGAHUA MINE AND DREDGE EMPLOYEES.—AGREEMENT WITH REEFTON COAL COMPANY AND OTHERS.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, this 24th day of June, 1918, between the Inangahua Mine and Dredge Employees' Industrial Union of Workers (hereinafter called "the union") of the one part, and the Reefton Coal Company (Limited), Knight and Grigg (coal-mine owners), Peter Coghlan (coal-mine owner), William Archer (coal-mine owner), Lockington Bros. (coal-mine owners), Learmont and Morris (coal-mine owners), Merrijigs Coal Proprietary, and the Waitahu Coal Company (Limited), (hereinafter called "the employers") of the other part, whereby it is agreed by and between the union and the members thereof and the employers as follows:—

1. 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. 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. This agreement shall remain in force whilst the Dominion of New Zealand is in a state of war with Germany, and for six months thereafter.

*Wages.*

(1.) The following shall be the minimum rates of pay for the respective workers herein specified, that is to say—

	s.	d.
Coal-miners	12	0
Truckers	11	0
Timbermen and repairers...	11	0
Tramway horse-driver (headman)	11	0
Other tramway horse-drivers	10	0
Other tramway drivers	10	0
Horse-drivers, delivering coal from depot	10	0
Winding-engine drivers	12	6
First-class stationary-engine drivers	11	6
General blacksmith	12	6
Tool-sharpeners	11	0
Blacksmith's strikers	9	6
Carpenters	11	6
General labourers	10	0
Locomotive and traction engine drivers	12	6

(2.) *Cavilling.*—All places which the employer desires to be worked at tonnage rates shall be cavilled for every three months.

All places which are to be included in the cavit must be distinctly numbered before the cavit is drawn.

(3.) A war bonus of 20 per cent. shall be paid on the gross earnings to all employees working on wages under this agreement.

(4.) Where coal is hewed on contract the hewing-rate shall be fixed by mutual consent as between the employee and the employer.

(5.) In addition to the tonnage rate paid in stentons a yardage rate of 6s. per yard shall be paid, and a yardage rate of 6s. shall also be paid in all headings or levels under 10 ft. in width.

(6.) Contractors putting up double timber the size of which is 8 in. or over in diameter shall be paid 5s. per set, and where the size is less than 8 in. in diameter the rate shall be 3s. 6d. per set.

(a.) In determining the size of timber the leg or bar shall be measured in the centre.

(b.) Notwithstanding anything to the contrary in clause (6) hereof the employer shall have the right to require all sets to be put up at wages rates.

(7.) Employees living in their own home and employed either on contract or wages shall be entitled to be supplied by their employer with household coal for their own use at cost price.

#### *Hours of Work.*

(8.) The afternoon shift on Saturday shall go on at 3 p.m. and shall cease work at 10 p.m. The day shift commences at 8 a.m. (Saturday) and ceases at 3 p.m.

(9.) Except as mentioned in the last clause the hours of work shall be eight hours, and in the case of underground workers such hours shall be counted as prescribed by the Coal-mines Amendment Act, 1908.

#### *Wet Places.*

(10.) All wet places shall be six-hour shifts "bank to bank," and two hours at the rate of 2s. per hour shall be paid extra per shift for men on contract. If any dispute shall arise as to whether a place is a "wet place," such dispute shall be decided by the manager of the mine and the workmen's inspector of the union. If they shall not agree, then the matter shall be settled by the Coal-mining Inspector of the mining district, whose decision on the subject shall be final.

#### *Overtime and Holidays.*

(11.) Overtime shall be paid at the rate of time and a quarter. Holidays: From the 22nd day of December to the 2nd day of January (both days inclusive), Good Friday and the Saturday following Good Friday, Easter Monday, the Sovereign's Birthday, and Labour Day. Workers employed on Sundays and holidays to be paid at the rate of time and a half in conformity with clause 2 of the Coal-mines Amendment Act, 1908.

*Payment of Wages.*

(12.) Money earned, whether on contract or day wages, shall be paid fortnightly, and within three days after the expiration of each fortnightly period.

*Notice of Dismissal or Retirement.*

(a.) Six days' notice of dismissal or retirement shall be given by the employer to worker, or by worker to the employer.

*Matters not provided for: Disputes.*

(13.) (a.) Any dispute as to any matter not provided for in this award 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 the 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 have the matter determined by the Court of Arbitration by referring it for settlement as an industrial dispute.

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

*Preference to Unionists.*

(14.) In the event of any employer who is a party to this award employing any worker who shall not be a member of the union, and who on his first pay does 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.

*Management to have right to Contract.*

(15.) The management shall have the undisputed right to contract for the driving of special places in stone, or part stone and part coal, or any other work incidental to the work of the colliery and for which contract rates are not fixed by this award, and it shall be competent for the management to call for public tenders by advertisement for any such work and to let the same at the lowest or any tender.

*Under-rate Workers.*

(16.) Any worker who considers himself incapable of earning the minimum wage fixed by this award 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 capability, his past earnings, and such other circumstances as such Warden or other person may think fit to consider after hearing such evidence and argument as the union and such worker shall offer, and upon granting such a permit the Warden or other person shall forward notice thereof to the Inspector of Factories.

(a.) 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 shall think fit.

(b.) 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.

(c.) 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.

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

#### *Scope of Agreement.*

(17.) The scope of this agreement shall be within a radius of thirty miles from the Reefton Post-office.

The common seal of the Inangahua Mine and Dredge Employees' Industrial Union of Workers was hereto affixed by order of the union, and signed by Walter Power, President, and Mark Fagan, Secretary, in the presence of—P. Heslop, Clerk, Reefton.

[SEAL.]

WALTER P. POWER.

MARK FAGAN.

Signed in the name and on behalf of the Reefton Coal Company by its representative, in the presence of—A. L. Garbeth, Clerk, Reefton.

REEFTON COAL COMPANY (LIMITED):

T. HUBERT LEE,

Managing Director.

Signed on behalf of Peter Coghlan, of Caplestone, coal-owner, in the presence of—F. W. Archer, Contractor, Caplestone.

PETER COGHLAN.

Signed on behalf of William Archer, coal-mine owner, of Capleston, in the presence of—F. Turley, Secretary, of Greymouth.

F. W. ARCHER.

Signed on behalf of Knight and Grigg, coal-mine owners, Murray Creek, in the presence of—I. Patterson, Solicitor, Reefton.

KNIGHT AND GRIGG :

Per WILLIAM KNIGHT.

Signed on behalf of Lockington Bros., coal-mine owners, Reefton, in the presence of—A. L. Garbeth, Clerk, Reefton.

E. F. LOCKINGTON.

Signed on behalf of Learmont and Morris, coal-mine owners, of Reefton, in the presence of—Clifford Newman, Motorman, Reefton.

W. J. MORRIS.

Signed on behalf of the Waitahua Coal Company (Limited), in the presence of—A. L. Garbeth, Clerk, Reefton.

A. WELLS NEWTON,

Superintendent Engineer.

Signed on behalf of the Merrijigs Coal-mine Proprietary, in the presence of—W. P. Power, Miner, Reefton.

JOSEPH HENRY THOMAS GRIGGS.

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.

End of Volume XIX.

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