

(5302.) TE AKATEA (AUCKLAND) COAL-MINE WORKERS.—
SUPPLEMENTARY AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 10th day of June, 1919, between the Waipa Railway and Collieries (Limited) (hereinafter called "the company") of the one part, and the Te Akatea Coal-mine Workers' 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:—

SCHEDULE.

The industrial agreement made between the said parties and dated the 21st day of December, 1914, and the supplementary agreement made between the parties and dated the 6th day of October, 1915, shall be renewed and continue in force for a period of twelve months from the 3rd April, 1919, or for a period of six months after the declaration of peace between Great Britain and Germany

and Austria, whichever period shall be the first to expire, subject to the following conditions, that is to say—

1. *Hours of Work*.—After the words “bank to bank” in clause 1 of the agreement of 21st December, 1914, the words “and six and one-half hours bank to bank on back Saturday” shall be inserted.

2. The words “left with a 3 ft. cutting or a back-end shot so that new men coming into the place allotted to them by ballot shall be able to fill the same average quantity of coal on the first day as any succeeding day during the balance of the period of the cavit,” in clause 2 of the agreement of 21st December, 1914, shall be deleted, and the words “squared up” inserted therefor.

3. The words “the miner to truck his coal not more than 1 chain or the nearest flat-sheet,” in clause 5 of the agreement of 21st December, 1914, shall be deleted, and the following words shall be substituted therefor: “Trucking shall be done by the company. The miners shall make tip-up 4 yards from the face, and where two boxes are used the miners shall lower the first box past the tip-up and take empty into face.”

4. *Tonnage Rates*.—The following words in clause 7 of the agreement of 21st December, 1914, shall be deleted:—

“4 ft., 2s. 8d. per ton; 4 ft. to 4 ft. 6 in., 2s. 7d. per ton;
4 ft. 6 in. to 5 ft., 2s. 6d. per ton; 5 ft. to 5 ft. 6 in.,
2s. 5d. per ton; all over that height, 2s. 4d. per ton”;

and the following words shall be substituted therefor:—

“4 ft., 2s. 10d. per ton; 4 ft. to 4 ft. 6 in., 2s. 9d. per ton;
4 ft. 6 in. to 5 ft., 2s. 8d. per ton; 5 ft. to 5 ft. 6 in.,
2s. 7d. per ton; 5 ft. 6 in. to 7 ft., 2s. 6d. per ton;
all over that height, 2s. 4d. per ton.”

5. The following words, “Men working in clear free coal must hole and cut their coal to a depth of 3 ft.,” in clause 7 of the agreement of 21st December, 1914, shall be deleted, and the following words substituted therefor: “Men working in clear free coal must cut their coal to a depth of 3 ft.”

6. *Wet Work*.—The words “Six hours at the face shall constitute a shift, and a payment of 3s. per man to be made to compensate for time lost,” in clause 8 of the agreement of 21st December, 1914, shall be deleted, and the following words substituted therefor: “Six hours bank to bank shall constitute a shift, and a payment of 4s. per man to be made to compensate for time lost.”

7. *Miners taken from the Face*.—The following words shall be added to clause 9 of the agreement of 21st December, 1914: “for the first day, and the miner’s own average earnings to be paid thereafter.”

8. *Deficient Places*.—If any miner is unable to earn shift-wages through “curly” coal, stone, or fault of any kind coming in the bord, or a bord under 4 ft. high, the payment for working same shall be mutually agreed upon between the management, the worker, and a representative of the union. Failing such agreement the

miner shall be transferred to a normal place, when the company shall have the right to work the alleged deficient place under dispute either by contract or shift wages.

9. *War Bonus.*—The company will during the currency of this agreement pay to all workers engaged on piecework a bonus of 25 per centum on the rates specified for such piecework, and a war bonus of 30 per centum on the rates of wages specified for all other workers.

10. *Term of Agreement.*—This industrial agreement shall come into force on the 3rd day of April, 1919, and shall continue in force for a period of one year, or for a period of six months after the declaration of peace between Great Britain and Germany and Austria, whichever period shall be the first to expire.

In witness whereof the parties have executed these presents this 10th day of June, 1919.

The common seal of Waipa Railway and Collieries (Limited) was hereto affixed in the presence of—

[SEAL.]	W. M. HANNAY, T. SHAILER WESTON, } Directors. H. D. VICKERY, Secretary.
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Witness—E. L. Wright, Clerk, Wellington.

Signed for and on behalf of the Te Akatea Coal-mine Workers' Industrial Union of Workers—

G. GREEN, President.
 F. GRAHAM, Secretary.

Witness—G. Taylor, Clerk.

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.