

(7337.) HUNTLY COAL-MINE DEPUTIES.—AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 6th day of November, 1922, between the Taupiri Coal-mines (Limited) Industrial Union of Employers (hereinafter called "the company") of the one part, and the Huntly Coal-mine Underground Officials' Industrial Union of workers (registered as an industrial union under the said Act and hereinafter called "the union") of the other part, witnesseth that it is agreed by and between the parties hereto as follows:—

Wages.

1. (a.) For deputies on day shift the wages shall be £6 per week, and for deputies on the back shift or dog watch the wages shall be £6 3s. per week.

(b.) Rates of wages shall be subject to revision in accordance with any general order of the Court of Arbitration made under the provisions of the Industrial Conciliation and Arbitration Amendment Act, 1921-22.

Hours of Work and Overtime.

2. (a.) So far as may be reasonably practicable, the management shall endeavour to obviate the necessity for overtime for deputies, but when required to do so deputies shall work overtime.

(b.) The working-hours shall be eight hours bank to bank, except on pay Saturday, when they shall be six hours.

(c.) Any time worked by a deputy in excess of forty-eight hours in any back week, and forty-six hours in respect of pay week, shall be carried to his credit, and his annual leave as hereinafter provided shall be increased by ten hours for each eight hours of the time so placed to his credit.

(d.) Any deputy who is required to work overtime shall hand to the manager a record of the overtime worked each week, and the same shall be verified by the manager.

Sick-pay.

3. (a.) A deputy absent from work through sickness shall produce a medical certificate if so required by the company, and the company shall have the right to nominate the medical practitioner from whom such certificate shall be obtained.

(b.) A deputy shall be entitled to payment of wages during sickness, but not for any time exceeding four weeks in any one year.

Tools.

4. The company to provide tools for officials, and such will be supplied from the company's store on the written order of the manager, and the persons to whom such are supplied shall be responsible for the proper care of such tools. When lost or broken through improper use the person responsible may be required to replace at own cost.

5. Each deputy shall look after such number of men as the manager decides to be necessary under the conditions of the mine section in which he is placed.

6. Materials shall be placed at the lay-by or other convenient places for the truckers to take to the working-faces.

7. When new places or sections of places are to be prepared for colliers to start in, the deputies shall be given such assistance as may be necessary to enable them to prepare such places without interfering with their ordinary duties.

8. All deputies shall be allowed the privileges of travelling the return from their own sections at frequent intervals.

9. Deputies in charge of sections shall be at their appointed places and see the work start each shift. They shall also see that every possible precaution be taken for the safety of life and limb of those under their supervision, and before leaving shall see that all workmen are out of the sections, and report all men out in a book kept for the purpose in the underviewer's cabin.

10. As soon as any man with a certificate starts on deputy work he shall be informed by the manager that he must join the deputies' union, and he must forthwith leave the miners' union.

11. Should any circumstances arise which necessitate any member of the union commencing to get coal he shall be entitled to have his name included in the general cavit.

Holidays.

12. (a.) Holidays to be Ngaruawahia Regatta Day, Good Friday and Saturday following, Easter Monday, King's Birthday, Labour

Day or such other day as may be substituted by agreement therefor, Christmas Day and Boxing Day, 1st and 2nd January, or an equivalent number of days at some other time during the year.

(b.) Each deputy shall be granted one continuous week's holiday during each year at a time to be mutually arranged between the manager and the deputy affected.

Notice of Dismissal or Retirement.

13. Fourteen days' notice of dismissal or retirement shall be given by the employer to the worker, or by the worker to the employer.

Disputes.

14. In the event of a dispute arising during the term of this agreement on some matter not herein provided for the matter shall be dealt with at a conference between the management and the committee of the union.

Scope of Industrial Agreement.

15. This industrial agreement shall bind those parties only named herein.

Term of Industrial Agreement.

16. This industrial agreement shall come into force on the date hereof, and shall continue in force for two years from such date subject to section 25, subsection (4), of the Industrial Conciliation and Arbitration Act, 1908.

In witness whereof the parties have executed these presents this 6th day of November, 1922.

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.
W. J. RALPH, Committeeman.

The common seal of the Huntly Coal-mine Underground Officials' Industrial Union of Workers was hereto affixed by the authority and in the presence of—

[SEAL.]

HENRY REID, President.
THOMAS GRAHAM HUGHES, Secretary.
WILLIAM AINSCOUGH.
THOS. E. WEBB.

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.