

(7104.) KAITANGATA ENGINE-DRIVERS AND FIREMEN.—  
INDUSTRIAL AGREEMENT WITH NEW ZEALAND COAL AND  
OIL COMPANY (LIMITED).

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 23rd day of January, 1922, between the New Zealand Coal and Oil Company (Limited), (hereinafter called "the company"), of the one part, and the Otago Engine-drivers', Firemen's, and Greasers' Industrial Union of Workers (hereinafter called "the union") of the other part, whereby it is mutually agreed by and between the parties hereto as follows, that is to say: That the terms, conditions, stipulations, and provisions set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

SCHEDULE.

*Hours of Work.*

1. (a.) A working-day shall consist of eight hours.
- (b.) In cases where two or more shifts are worked daily the men employed shall change shifts weekly or fortnightly, provided that such change of shift shall not involve the payment of overtime.

*Overtime.*

2. Any time worked in any one day in excess of the hours prescribed in clause 1 hereof shall be paid for at the rate of time and a quarter for the first three hours, and time and a half for any excess beyond three hours.

*Holidays and Sundays.*

3. (a.) Work done on New Year's Day, 2nd January, Good Friday, Easter Monday, picnic day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day shall be paid for at double-time rates.

(b.) All work done on Sundays shall be paid for at time-and-a-half rates.

*Wages.*

4. The following shall be the minimum rates of wages to be paid to engine-drivers who are in charge of any boiler within the meaning of the Inspection of Machinery Act, 1908, and its amendments:—

(a.) Where the work that the engine-driver is employed to do requires that he shall hold a first-class certificate as a stationary engine-driver and he is the holder of such a certificate, 17s. 6d. per day.

(b.) Where the work he is employed to do requires that he shall hold a second-class certificate as a stationary engine-driver and he is the holder of such a certificate, 16s. 6d. per day.

(c.) Winding-engine drivers holding the required certificate, 17s. 6d. per day.

(d.) Firemen, 15s. 6d. per day.

(e.) The wages prescribed in subclauses (a), (b), (c), and (d) of this clause shall be subject to revision each six months, on the same basis and at the same dates and in the same proportion as fixed by the Arbitration Court in clause 30 of the Kaitangata Coal-miners' award dated the 21st day of November, 1921.

5. Relieving drivers and firemen shall be included in this agreement.

6. The price of coal supplied to all the company's employees for their own use coming within the scope of this agreement shall not be raised above the price at present charged during the period of this agreement.

7. If at any time a youth is required to assist engine-drivers or firemen, such youths shall be paid the same rate of wages as is prescribed in the miners' award for youths employed on the surface.

#### *Preference.*

8. If the company shall hereafter engage any worker coming within the scope of this agreement who shall not be a member of the union, and who shall not become a member thereof within fourteen days after his engagement, and remain such member, the company shall dismiss such worker from their service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

#### *Term of Agreement.*

9. The agreement shall operate and have effect as from the 16th day of December, 1921, and shall continue in operation until the 20th day of November, 1924.

In witness whereof the parties have executed these presents this 23rd day of January, 1922.

The common seal of the New Zealand Coal and Oil Company (Limited) was hereto affixed in the presence of—

[SEAL.]

CHAS. S. OWEN, } Directors.  
ROBERT LEE, }

Witness—D. M. Robertson, Secretary.

Signed for and on behalf of the Otago Engine-drivers', Firemen's, and Greasers' Industrial Union of Workers—

[SEAL.]

G. W. CRAWFORD, President.  
J. HAYNES, Secretary.

Witness—W. W. Batchelor.

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.