

## NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

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(10537.) WAIKATO COAL-MINES.—AGREEMENT UNDER LABOUR DISPUTES INVESTIGATION ACT, 1913.

MEMORANDUM of agreement entered into this first day of February, 1933 (one thousand nine hundred and thirty-three), between the undermentioned coal-mining companies, viz.: Glen Afton Collieries, Ltd., Auckland, Pukemiro Collieries, Ltd. (G. Pollock), Auckland, Taupiri Coal-mines, Ltd. (J. L. Souter), Auckland (hereinafter referred to as "the companies"), of the one part, and the undermentioned Union of Coal-miners, viz.: Northern Coal-mine Workers' Industrial Union of Workers (W. Davison, Secretary, The Manse, Huntly), (hereinafter referred to as "the union"), of the other part, whereby it is agreed as between the said union and the members thereof and each of the said employers that the terms, conditions, and provisions set out in the schedule hereto and of this agreement shall be binding upon such union and the members thereof and such employer, and that the said terms, conditions, and provisions shall be deemed to be and are hereby incorporated in and declared to form part of this agreement; and, further, that such union and every member thereof and such employer shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same.

## WORKING-CONDITIONS FOR NORTHERN DISTRICT MINES, 1933.

## WAIKATO SCHEDULE.

*Tonnage Rates.*

1. (a) As far as practicable, all coal shall be filled free from stone or other impurities. The hewing-rate shall be, where the height of coal worked is as follows (measurement being at right angles to the floor)—

	s.	d.
Over 3 ft. and up to 4 ft. . . . .	4	6
Over 4 ft. and up to 4 ft. 6 in. . . . .	4	1 $\frac{3}{4}$
Over 4 ft. 6 in. and up to 5 ft. . . . .	3	11
Over 5 ft. and up to 5 ft. 6 in. . . . .	3	8 $\frac{1}{4}$
Over 5 ft. 6 in. and up to 7 ft. . . . .	3	5 $\frac{3}{4}$
Over 7 ft. and up to 8 ft. 6 in. . . . .	3	3 $\frac{1}{4}$
Over 8 ft. 6 in. . . . .	3	2

Places under 6 ft. to be one-man places.

This shall not apply to machine cut places.

(b) Bords rising 1 in 6 or steeper to be paid 1 $\frac{3}{4}$ d. per ton extra.  
Bords dipping 1 in 11 or steeper to be paid 1 $\frac{3}{4}$ d. per ton extra.

(c) Mullock, unsaleable coal, band, or clod shall be picked out of the coal, and whether filled in or thrown back shall be paid at the rate of 2s. 0 $\frac{1}{4}$ d. per skip.

(d) Stone shall be picked out of coal and be paid for at the rate of 2s. 5 $\frac{3}{4}$ d. per skip.

(e) Fireclay filled free from coal or impurities to be paid at the rate of 2s. 4d. per ton.

(f) Headings up to 7 ft. high must be cut on one side from roof to floor for at least a distance of 3 ft. in before the shot is fired. Bords must be cut for at least a height of 6 ft. not less than 3 ft. in, and lifting shots holed across at least 6 ft. in width not less than 3 ft. in before the shot is fired.

(g) For mining top or bottom coal in places 12 ft. wide or over the following rates shall be paid: For any thickness over 3 ft. 6 in., 2s. 7 $\frac{3}{4}$ d. per ton; from 2 ft. to 3 ft. 6 in., 3s. 0 $\frac{3}{4}$ d. per ton; under 2 ft., 3s. 10 $\frac{3}{4}$ d. per ton.

In narrow places the foregoing rates plus the following yardage rates shall be paid. In places 9 ft. to 12 ft. wide, 4s. 6d. per yard. In places 6 ft. to 9 ft. wide, 5s. 8 $\frac{1}{2}$ d. per yard: Provided that these yardage rates shall not be increased in double- or back-shift places.

(h) In case of a misshot the miner shall be refunded the price of the explosive used in the shot, and unless found shift work or other employment shall also be allowed payment for time lost (not exceeding one hour in the case of permitted explosives or two hours and a half in the case of black powder) at 2s. 0 $\frac{1}{4}$ d. per hour. If a miner shall refuse to accept work offered by the management no payment shall be made.

(i) It is agreed that in all cases the union shall co-operate with the management in keeping the coal clean as provided in clause 1 (a) hereof.

(j) If a miner fills stone with his coal, the manager shall report the matter to the union. If the offence is repeated or continued after it has been so reported, the manager shall have the right to suspend the miner so offending, and if the offence is further repeated the manager shall have the right to dismiss the miner.

#### *Yardage Rates.*

2. Except in machine-cut places, yardage rates shall be as follows :—

(a) For narrow work in solid workings the following yardage rates shall be paid : In places 6 ft. wide, 9s. 3½d. per yard ; in places 9 ft. wide, 7s. 10½d. per yard ; in places 12 ft. wide, 6s. 6¼d. per yard.

(b) For single-shift dip headings, 14s. 11¾d. per yard.

A dip heading shall be a heading in which the grade is 1 in 10 or steeper.

(c) For ribbing or taking off side coal up to 3 ft., 1s. 10½d. per yard.

(d) For breaking away bords or the first split through a pillar miners shall be paid the sum of 11s. 3d., and if required to break away less than full width narrow-work rates shall be paid for the first 3 yds. Two yards shall be driven narrow before commencing to widen out. Bords shall be 14 ft. wide.

(e) When ordered to drive narrow in breaking through a place miners shall be paid yardage rates according to width.

#### *Double-shift and Back-shift Places.*

3. (a) If the manager requires at any time other than the general cavit to double-shift any place, he may give the men in that place two clear working-days' notice to choose their own mates, and if they fail to do so within two days after receiving such notice the manager shall have the right to make his own selection : Provided that in pillar workings the management shall have the right to double-shift any place at any time and select the additional men required for this purpose.

A " double shift " shall mean when one pair of men succeeds another pair in the same working-face. If any member of a double-shift party absents himself from work without providing a substitute approved of by the manager, the management shall have the right to appoint a substitute.

(b) One penny three-farthings per ton in addition to the ordinary hewing rate shall be paid to men employed in double-shift places, and also to men having to work on the back shift in single-shift places.

*Night Shift (Dog Watch).*

4. (a) Not more than six pairs of miners shall be employed on the third shift, and then only for development work, except in cases of emergency, when the management shall have the undisputed right to work the number of places required to cope with such emergency. A case of emergency shall be any circumstances or conditions which may impede or interfere with the working operations of the mine or any section of the mine.

(b) Twopence three-farthings per ton in addition to the rates prescribed in clause 1 (a) hereof shall be paid to miners working in three-shift places, and 5½d. per day shall be paid to wages-men employed on back shift or night shift.

Men continuously employed on dog watch, 1s. 4¼d. per shift extra instead of 5½d.

(NOTE.—By continuous employment is meant a period longer than one fortnight.)

*Trucking by Miners.*

5. (a) All trucking shall be done by the company, except as herein-after provided. The tip-up shall be as close to the face as possible, and in no case further away than 30 ft. The miner shall replace the empty on the rails at the tip-up and take the empty from the tip-up to the face. In all cases where jigs are required the miner shall run the face-jig, and shall be paid for so doing at the following rates: Up to 44 yards, 1¼d. per ton; from 44 yards to 66 yards, 2¾d. per ton; from 66 yards to 88 yards, 4d. per ton; from 88 yards to 110 yards, 5½d. per ton; over 110 yards, 6¾d. per ton.

(b) In isolated places—that is, where not more than two pairs of men are employed—the miners shall do their own trucking and run the jig below. For trucking they shall be paid 2½d. per ton per chain, and for jiggling the rates set out above.

(c) Any miner when required by the management to act as a trucker shall do so in the section where he is for the time being employed, and shall continue to do so while the vacancy lasts, but not longer than six days at a time, except with his own consent.

Nothing in the foregoing shall prevent any company letting contracts for trucking.

*Boring.*

6. Payment for boring shall be: For boring in roof, 5d. per foot up to 12 ft.; over that, 7½d. per foot. A minimum of 3 ft. shall be paid for in cases where holes are less than 3 ft. in depth. Boring in floor, 1s. 3d. per foot down to 3 ft.; over that, 1s. 10½d. per foot. Jig-pin holes to be 2 ft. 6 in. deep, 3s. 1¾d.

*Laying Rails.*

7. Except in machine-cut places miners shall lay the short face-set, but all other rails shall be laid by the company.

*Timbering.*

8. Miners shall securely timber their working-places, and shall maintain all timbering for a distance of 12 ft. back from the face. Props up to 6 ft. long shall be paid for at the rate of  $\frac{1}{4}$ d. per foot. Props exceeding 6 ft. but not exceeding 12 ft. long,  $\frac{1}{2}$ d. per foot. Props over 12 ft., 1s. each.

Payment for sets to be as follows:—

Ordinary sets up to 8 in. diameter and up to 8 ft. wide, 2s. 3d.

Ordinary sets over 8 in. diameter and up to 8 ft. wide, 3s. ;  
with an addition of 3d. per foot for each foot in width over 8 ft.

Carrying sets, 6d. more than the foregoing rates.

Joggled sets up to 8 in. in diameter, 3s. 9d. each.

Joggled sets over 8 in. and up to 12 in. in diameter, 5s. 3d.

Joggled sets over 12 in. in diameter to be paid for at shift rates or by special arrangement.

Sets close-lathed skin to skin, 1s. 2d. extra.

Blinded sets, 1s. for each leg blinded.

For renewing timber in roadways props shall be paid for at the following rates:—

Up to 12 ft. long, 5d.

Over 12 ft. long, 1s.

Jig props, 1s. 8d.

Jig bars, 3s. 6d.

*Wet Places.*

9. (a) Men in wet places as hereinafter defined shall work six hours bank to bank, and for each day on which they are wet they shall be paid in addition to their normal earnings for that day a sum equal to 20 per cent. of such earnings.

A "wet place" shall mean a place in which a workman cannot avoid his clothing becoming saturated with water within three hours of his commencing work: Provided that in places where two or more men are employed any men who can work dry shall not be entitled to any extra payment: Provided further no workman shall be entitled to extra payment under this clause who does not report the wet condition of his place to the official in charge of the district within three hours of commencing work. Truckers in wet places shall work full time and shall be paid one and a half hours extra at their daily-wage rate.

(b) Water shall, as far as possible, be removed from working-places by the company, and if the water is not out by the time miners start work they shall remove it and be paid for so doing at shift rates.

*Regulation of Boxes.*

10. The turn of boxes throughout the mine shall be as evenly distributed as possible.

*Supply of Explosives.*

11. Explosives shall be supplied to miners by the company at current cost prices.

The unions shall be entitled to appoint two representatives on a committee to confer with the representatives of the companies on the question of prices of explosives and other stores, and all invoices shall be available for inspection by this committee.

*Check-weigh Fund.*

12. The company shall deduct contributions to the Check-weigh Fund from the wages of each miner if authorized to do so under the provisions of the Wages Protection and Contractors' Liens Act, 1908. Miners in the company's employ who have been legally elected by ballot as check-weighers, and who, having served a term or terms, are legally deprived of the position of check-weighman, shall be immediately re-employed by the company and given the first vacancy that occurs in the same class of work as that which they were performing before they became check-weighmen, and in the meantime shall be employed at some other suitable work.

*Unclaimed Boxes.*

13. The number of unclaimed boxes which shall be placed to the credit of the Check-weigh Fund (or Union Fund if there is no Check-weigh Fund) by the company shall bear the same proportion to the total number of unclaimed boxes that the contract workers' coal bears to the total output of the mine.

*Minimum Wage for Miners.*

14. A miner working on tonnage rates who shall be unable through no fault of his own to earn an average of 16s. 2d. per shift for any fortnightly period shall be paid an amount sufficient to make up his earnings to an average of 16s. 2d. per shift for the number of shifts worked by him during such period.

This clause shall not apply to the first week of the cavit period, except in places which immediately prior to the cavit had been minimum-wage places.

*Provision for Truckers going on Coal.*

15. Shift men or truckers who are over twenty years of age and have been in the employ of the mine for a period of two years shall have the first right to any vacancy occurring on the coal in any quarter : Provided that this right shall not be exercised by more than one trucker or shift man in any mine in which less than fifteen pairs of miners are employed and one additional trucker or shift man for each

further fifteen pairs of miners: Provided also that any trucker or shift man shall have an experienced miner working with him for the first twelve months.

#### *Cavilling.*

16. (a) The places shall be cavilled every three months by drawing place numbers from one receptacle and the men's names from another. The places in the mine shall be numbered consecutively. If there be more than one pair of men to change places at one time they shall cavil for fresh places. Men wishing to change mates can do so at cavilling. Any place not having fourteen days' work in it at the time of cavilling must have another place cavilled along with it as far as practicable.

(b) The face of all bords to be left in working-order. A bord shall be deemed to be in working-order when it is left with a 3 ft. cut or a back-end shot, so that new men coming into the place allotted to them by ballot shall be able to fill a fair average quantity of coal on the first day of the cavil. Any place rendered vacant by the men double-shifting may be manned with other men during their absence. Two representatives of the union shall scrutinize the cavil.

(c) In the event of any working-place being left in bad order at the end of the cavil, the miners cavilled to such place shall report the same to the manager or underviewers, and they, together with the workmen's inspectors, shall examine the place so complained of, and if the complaint be well grounded they shall value the work required to put the place in reasonable working-order, and the amount so ascertained shall be deducted from the earnings of the men responsible and paid by the company to the men entitled to receive same.

(d) The day before the drawing of the cavil the manager and the check inspector shall go through the list of names in the cavil and rule out those who are unsuitable for pillar-working.

#### *Special Work.*

17. (a) Should the manager have any special work he shall call for volunteers three clear days before the cavil, and must state the dimensions of the places. Should there be more volunteers than required for special places those unsuccessful to be cast in the general cavil; or, failing volunteers, the place shall be put to the general cavil, or may be worked by shift, at the option of the manager. The manager shall have the right to exclude any volunteer from the cavil he may consider unsuitable.

(b) The manager shall have the right either to work on shift wages or to call tenders for any mullocky heading or other heading not being driven on a full face of clean coal.

(c) When a full face of clean coal is being driven on under any contract the same shall be driven at schedule rates.

(d) In the event of shift-wages being adopted the manager shall have the right to select the men required for the work. Special places may be started by the management at any time. Three days' notice shall be given of the intention to start special places.

#### *Machine Work.*

18. (a) The company shall have the undisputed right to work any part or the whole of the mine by machinery, either wholly or partially by piecework or day wages, on giving fourteen days' notice to each individual miner employed in those parts where machinery is to be introduced. For mining and filling away machine cut or holed coal the rate shall be 1s. less than ordinary schedule rates under clause 1.

(b) In machine-cut places half the yardage rates prescribed in clause 2 shall be paid for narrow work, but no payment shall be made for breaking away.

#### *Right of Company to Contract.*

19. The management shall have the right to contract for the execution of any work whether underground or on the surface.

#### *Rates of Wages.*

20. Wages shall be paid fortnightly. The daily rates of wages shall be—

##### *A. For Underground Workers :—*

	s.	d.
1. Truckers and horse-drivers—		
Over nineteen years of age .. .. .	15	4
Eighteen to nineteen years of age .. .. .	13	1
Seventeen to eighteen years of age .. .. .	11	8
Sixteen to seventeen years of age .. .. .	9	11
Boys under sixteen shall not be employed as truckers.		

##### 2. Shiftmen—

(a) First-class shiftmen .. .. .	16	2
(b) Second-class shiftmen .. .. .	15	4

A "first-class shiftman" shall mean one who is capable of doing timbering or any other responsible work to the satisfaction of the manager. Bratticemen and road men shall be classed as first-class shiftmen.

Man in charge of coal-cutting machines .. .. .	18	0
Man in charge of cement gun .. .. .	18	0

##### 3. Rope-road workers—

Under fifteen years of age .. .. .	5	4
Fifteen to sixteen years of age .. .. .	7	2
Sixteen to seventeen years of age .. .. .	8	6
Seventeen to eighteen years of age .. .. .	10	2
Eighteen to nineteen years of age .. .. .	11	8
Over nineteen years of age .. .. .	14	6



4. Colliers hewing coal on day wages to be paid 17s. 1d. per shift. Colliers taken from the face for any other work, 17s. 1d. per shift for the first three days and first-class shiftmen's wages thereafter.

Miners required by the management to work shift work shall be paid 5½d. per day extra for providing their own tools.

Men engaged in stone dusting shall work seven hours bank to bank. While actually employed on stone dusting men shall be paid 18s. per shift of seven hours to be worked day shift, back shift, or night shift as the management may require. When stone dusting is done on a Saturday the Saturday hours of work prescribed in clause 23 hereof shall apply.

*B. Surface Workers :—*

1. Screen workers—		s.	d.
Under fifteen years of age	.. ..	4	11
Fifteen to sixteen years of age	.. ..	5	8
Sixteen to seventeen years of age	.. ..	7	2
Seventeen to eighteen years of age	.. ..	8	6
Eighteen to nineteen years of age	.. ..	10	4
Over nineteen years of age	.. ..	13	6
2. Rope-road workers—			
Under fifteen years of age	.. ..	4	11
Fifteen to sixteen years of age	.. ..	6	8
Sixteen to seventeen years of age	.. ..	8	0
Seventeen to eighteen years of age	.. ..	9	8
Eighteen to nineteen years of age	.. ..	11	3
Over nineteen years of age	.. ..	14	0
3. Skilled workmen—		Per Shift.	
		s.	d.
Blacksmiths	.. ..	17	9
Blacksmiths, second class	.. ..	16	0
Carpenters	.. ..	17	0
4. Bracemen		..	15 7
Tippers		..	14 2
Lamp-trimmers, first man		..	16 4
Lamp-trimmers, second man		..	14 2
5. Engine-drivers—			
Endless-rope drivers on electric plant	.. ..	15	4
Winchmen	.. ..	15	4
Mechanics' labourers	.. ..	14	5
6. Outside adult workers not otherwise specified		..	14 2

Each worker shall receive a separate pay-ticket, and in cases where men work in parties each man's share shall be paid to him individually by the management.

*Drawing Timber.*

21. When under instructions from the management men are engaged in drawing timber in pillar workings, they shall be paid at the rate of 22s. 6d. per shift for the time they are so engaged; this rate to apply irrespective of whether the work is done on day shift, back shift, or night shift. If men are engaged upon timber-drawing for less than half a shift, they shall be paid a minimum of half a shift at the foregoing rate, and if less than a whole shift but more than half a shift is worked a whole shift shall be paid.

*Shiftmen's Tools.*

22. The company shall provide free all tools for shiftmen, provided that each man be held responsible for all tools supplied to him; or may, in lieu of supplying tools, pay 2½d. per shift extra to shiftmen, in consideration of which they shall find their own tools.

*Hours of Work.*

23. The working-time shall be eleven days per fortnight.

The hours of work per day shall be—

- (a) For underground workers, eight hours from bank to bank.
- (b) For surfacemen, eight hours exclusive of meal times.
- (c) For men required to work on pay Saturdays, six hours bank to bank underground, and six hours exclusive of meal-times on the surface.
- (d) Working-hours on back Saturday shall be six and a half hours bank to bank underground, and six and a half hours exclusive of meal-times on the surface.

*Holidays.*

24. The following shall be recognized as holidays: Ngaruawahia regatta day, Good Friday, Easter Saturday, following Easter Monday, King's Birthday, Labour Day, and from 24th December to 4th January, both days inclusive.

If any single holiday above mentioned falls on a Sunday or pay Saturday another day shall be substituted therefor by agreement between the management and the union. This shall not apply to the case of the Ngaruawahia regatta day while it continues to be held on a Saturday.

Men employed at any work regularly done on Sunday shall be paid at the rate of time and a half, and in other cases double time. Men employed on the 25th or 26th December or on the 1st or 2nd January shall be paid double time, but men employed on the 24th December or from 27th December to 31st December inclusive or on the 3rd

and 4th January shall be paid only ordinary hewing or daily wage rates. All work done on other holidays specified shall be paid for at the rate of double time.

*Overtime.*

25. For work done in excess of eight hours per day, overtime shall be payable at the rate of time and a quarter for the first three hours and time and a half thereafter.

*Tokens, Tamping, Tools, Explosives, &c.*

26. Tamping and other materials required to be delivered to miners shall be placed by the company at points convenient for distribution. The company shall sharpen all tools free. Picks shall be properly drawn and sharpened. This shall not embrace renewal. Explosives shall be supplied to miners by the company at current cost prices.

*Temporary Work.*

27. A workman on wages shall perform any class of work he may be required to do in or about the mine, and if instructed by the manager or his deputy shall remove from one place to another where his services are for the time being required. If he shall be temporarily removed from work for which a higher payment is provided than for the work to which he is removed he shall nevertheless be paid the wages he was receiving for the work from which he was removed. If the work to which he is removed is paid for at a higher rate than that from which he is removed, then he shall be paid the rate provided for such work to which he is removed. On resuming his usual work he shall revert to the rate of wages provided for that work: Provided that in any case in which the temporary employment has lasted for more than two pay fortnights but not more than three pay fortnights the workman shall be entitled to one week's notice before reverting to his lower rate of pay. In any case where the temporary employment has lasted for more than three pay fortnights the workmen shall be entitled to a fortnight's notice.

*Preference.*

28. (a) If any employer shall hereafter engage any worker who shall not be a member of the union, and who shall not become a member thereof within seven days after his engagement and remain such member, the employer shall dismiss such worker from his 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.

(b) This clause shall not apply to officials of the company, including deputies, underviewers, pumpmen, engine-drivers, fan attendants, firemen, banksmen, and railway hands.

#### *Rights of Management.*

29. It is agreed (a) that the management of every mine shall have the right to shorten hands when necessary to meet trade conditions; (b) that when it is necessary to shorten hands the management shall have the right to select the men to be retained in consideration of their suitability for the work to be done; (c) that in the engagement of men the management shall give preference to ex-employees of the mine if in his opinion they are suitable for the work required to be done; (d) if the union alleges that a manager in exercise of these rights has been guilty of victimization or has committed an injustice, the coalowners will be prepared to investigate it in conjunction with the miners' organization. If no agreement is reached, an independent chairman, to be mutually agreed upon, shall be appointed, and his decision shall be final and binding upon the parties.

#### *Absence from Work.*

30. Any employee absenting himself from work for more than one day without first having obtained the permission of the mine-manager shall be deemed to have left his employment without notice. This shall not apply in cases of sickness or accident. If any man is absent from work for any cause, the manager shall have the right to put another man in his place for the period of his absence.

#### *Notice to be given.*

31. When the services of any worker are to be dispensed with for any reason other than some fault of his own he shall be entitled to a fortnight's notice before dismissal, and any worker desiring to leave his employment shall be required to give a fortnight's notice of his intention to do so. In the event of any workman committing a breach of the Coal-mines Act, or of any of the general or special rules or regulations thereunder, or refusing or neglecting to carry out the instructions of the management, or if any workman misconducts himself or either openly or secretly incites, instigates, assists, or endeavours to influence other workers to disregard the provisions of any clause herein, such workman shall be liable to instant dismissal.

#### *Fatal Accidents.*

32. In the event of any fatal accident occurring in or about the mine it shall be lawful for the workers in the mine in which the fatality occurs to cease work for the remainder of the day on which the said accident occurs: Provided it shall be lawful for all the

company's workers to cease work for one full day for the purpose of attending the funeral of the deceased worker, but not further or otherwise.

*Injured Workers.*

33. In the case of any accident occurring in the mine and the injured man having to be carried out, the deputy shall select the men required and such men shall be paid for time lost.

*Under-rate Workers.*

34. If any worker is from any cause unable to earn the minimum wage provided for any class of work for which he may desire to be employed, such worker may be employed at such lesser wage as may be agreed upon in writing between the union and the manager of the mine. The term "worker" shall mean either a man or youth as may be applicable.

*Altered Conditions.*

35. In the event of oil safety-lamps being introduced into any mine now being worked with naked lights the hewing rate shall be increased by 3d. per ton. The company shall provide safety-lamps in accordance with the provisions of the Coal-mines Act, and each pair of miners shall be provided with these lamps: Provided that as soon as electric safety-lamps of one candle-power or over are provided by the company the increased hewing rate shall be decreased by 3d. per ton: Provided, also, that if electric safety-lamps of one candle-power or over are introduced into any mine now being worked with oil safety-lamps the hewing rates shall be decreased by 3d. per ton.

*Disputes Committees.*

36. (a) If any dispute shall arise at any time concerning any matter not specifically provided for it shall be first referred to the disputes committee at the mine, which committee shall consist of two representatives of the management and two representatives of the workmen who shall be employed at the mine.

(b) Failing a settlement being arrived at by the local committee, the matter in dispute shall be referred by the local committee to a central committee, consisting of three representatives of the Northern District Council of Miners' Unions and three representatives of the Northern Coal-mine Owners.

(c) Failing an agreement being reached by this central committee, the members thereof shall appoint a Chairman, who shall have a vote, and a majority decision of the Committee so constituted shall be final and binding.

(d) Pending a settlement of any dispute, work shall continue in all respects as before the dispute arose.

(e) The Chairman of a disputes committee appointed under clause (c) hereof shall be paid a fee of two guineas for each day or part of a day he is engaged upon the work of the committee, together with actual travelling-expenses incurred by him. In each case this payment shall be made in equal proportions by the Northern District Miners' Council and the coal company or companies concerned in the dispute.

#### *House Coal.*

37. Workmen who are householders shall have the right to purchase up to but not exceeding 8 tons of domestic grade coal per annum for their own domestic use only from the mine at which they are employed at 6s. per ton.

#### *Drinking-water.*

38. Fresh drinking-water shall be supplied in suitable containers conveniently placed in each section of the mine.

#### *Hot Places.*

39. If the temperature in any working-place exceeds 78 degrees wet bulb and does not exceed 80 degrees, miners shall work six hours bank to bank, and piece-rate workers shall be paid for two hours at the rate of 2s. 0 $\frac{1}{4}$ d. per hour. If the temperature exceeds 80 degrees, special arrangements shall be made between the management and the union.

#### *Stop-work Meetings.*

40. Each branch of the union shall be permitted to hold one stop-work meeting in every calendar month, for which purpose the mine shall knock off two hours early on a day to be previously arranged between the union and the management. Any stop-work meeting held not in accordance with this provision shall be a breach of this agreement, except in case of an emergency arising which requires a special meeting. Such special meeting may be held if mutually arranged with the manager not less than twenty-four hours before the meeting is required to be held, and only one such emergency meeting in addition to the regular meeting shall be permitted in any one month.

#### HIKURANGI SCHEDULE.

*Clauses 41 to 87 relate to the employment of workers by the Hikurangi Coal Co., Ltd., but as this company is not a party to the agreement these clauses are not being printed.*

#### SCHEDULE APPLICABLE TO BOTH SECTIONS.

#### *Scope of Agreement.*

88. This agreement shall be limited in its operation to the companies named herein and to the employees of the said companies.

*Term of Agreement.*

89. This agreement shall come into force from the commencement of the first pay fortnight after 1st February, 1933, and shall continue in force until 31st January, 1934.

In witness whereof the parties have hereunto set their hands the day and year first above written.

For and on behalf of—

Northern Coal-mine Workers' Industrial Union of Workers—

[SEAL.]

R. L. ROBERTS, President.

W. DAVISON, Secretary.

Glen Afton Collieries, Ltd., Auckland—

C. M. RICHWHITE, Director.

Witness—A. Fulton, Accountant, Auckland.

Pukemiro Collieries, Ltd., Auckland—

G. POLLOCK, General Manager and Secretary.

Witness—D. Wyatt, Typist, Auckland.

Taupiri Coal-mines, Ltd., Auckland—

J. L. SOUTER, Secretary.

Witness—N. E. Tuckey, Typist, Auckland.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Auckland, pursuant to section 8 (1) of the said Act, on the 10th day of October, 1933.