

WAIKATO ENGINE-DRIVERS, FIREMEN, AND FITTERS (IN COAL-MINES).—  
INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 11th day of January, 1937, between the Taupiri Coal-mines, Ltd., Auckland; Pukemiro Collieries, Ltd., Auckland; Glen Afton Collieries, Ltd., Auckland; Renown Collieries, Ltd., Auckland (hereinafter referred to as "the employers"), of the one part, and the Waikato District Engine-drivers, Firemen, and Fitters' (in Coal-mines) Industrial Union of Workers (E. Hildebrand, Secretary), Rotowaro (hereinafter referred to as "the union"), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:—

1. That the terms, conditions, stipulations, and provisions contained and 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.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, 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, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE.

*Wages.*

1. Engine-drivers required to hold first-class certificates .. .. .	£	s.	d.
Engine-drivers required to hold second-class certificates .. .. .	1	1	4
Locomotive-driver .. .. .	1	0	3
Firemen required to hold certificates .. .. .	0	19	6
Firemen not required to hold certificates .. .. .	0	18	8
Fitters, first-class (who have served their time and are engaged as such) .. .. .	1	2	0
Fitters, second-class .. .. .	1	0	1
Locomotive fireman-shunter .. .. .	0	18	8

For work done on afternoon shift, 6d. per shift extra shall be paid, or men working three shifts be paid 4d. per shift extra all round.

*Shifts.*

2. (a) All shifts worked under this agreement shall be eight hours exclusive of meal-time, except in cases where continuous work is being carried on.

(b) When two or more shifts are being worked continuously on the same job, the men on this job shall change shifts in turn.

(c) Forty-six and a half hours shall constitute a week's work and forty-six hours shall constitute a week's work for pay-week.

*Overtime.*

3. (a) Overtime shall be paid at the rate of time and a half for the first three hours, and double time thereafter.

(b) Men employed on work regularly done on Sundays shall be paid at the rate of time and a half. For all other work on Sundays and agreement holidays double time shall be paid.

(c) When workers are employed inside a boiler, in cleaning flues or in cleaning or chipping or repairing flues or furnaces, they shall be paid double time.

*Holidays.*

4. (a) The following shall be the recognized holidays: New Year's Day, 2nd January, Ngaruawahia Regatta Day, Good Friday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Christmas Day, and Boxing Day.

(b) Double time shall be paid for all holidays.

*Preference.*

5. If and so long as the rules of the union shall permit, any person of good character and sober habits who is or has been working at any of the work coming under the scope of this agreement may become a member of the union upon payment of an entrance fee not exceeding 5s. upon his written application, without ballot or other election, and so continue upon payment of subsequent contributions (whether payable weekly or not) not exceeding 9d. per week. The employer shall employ members of the union in preference to non-members, provided there are members available equally competent with non-members to perform the particular work required to be done and ready and willing to undertake it.

*Fatal Accidents.*

6. In the event of a fatal accident occurring in connection with any of the employers' mines, there shall be no cessation of pumping-machinery or winding operations unless by order of the manager.

*Work.*

7. Drivers whose time is not fully occupied in driving shall perform any class of work they may be called upon to do. All tools for repair work to be supplied by the employers.

*Men to do any Work required.*

8. If a worker is temporarily removed from work for which a higher rate of pay is provided in this agreement, to work for which a lower rate is paid, he shall nevertheless be paid the wage 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, he shall be paid at the rate provided for the 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 removal has been for a period exceeding two but not exceeding three pay-fortnights, the workman shall be entitled to one week's notice before reverting to his lower rate of pay, and in any case in which the temporary removal has been for a period exceeding three pay-fortnights, he shall be entitled to two weeks' notice before reverting to the lower rate.

*Notice of Dismissal or Retirement.*

9. Fourteen days' notice in writing of dismissal or retirement shall be given by the employer to the worker or by the worker to the employer.

*Dirty Work.*

10. When workers are required to work in exceptionally dirty places where they cannot avoid getting their clothes spoiled with grease or acid, an allowance of 2s. 6d. per shift shall be paid.

*Term of Agreement.*

11. This agreement shall be deemed to have come into force at the commencement of the first pay-fortnight after the 11th day of September, 1936, and shall continue in force until the 10th day of September, 1937.

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

Taupiri Coal-mines, Limited,—

(Sgd.) J. L. SOUTER, Secretary.

Witness—(Sgd.) E. Bidlake, Clerk, Auckland.

Pukemiro Collieries, Limited,—

(Sgd.) J. ALLISON, Managing Secretary.

Witness—(Sgd.) B. B. Stuart, Accountant, Auckland.

Glen Afton Collieries, Limited—

(Sgd.) C. M. RICHWHITE.

Witness—(Sgd.) W. Whitehead, Auckland.

Renown Collieries, Limited,—

(Sgd.) F. BROOKE-TAYLOR, Chairman of Directors.

Witness—(Sgd.) L. Wilson.

Waikato District Engine-drivers, Firemen, and Fitters (in  
Coal-mines) Industrial Union of Workers—

(Sgd.) C. J. STEWART, Secretary.

[L.S.]

Witness—

(Sgd.) EDGAR TAYLOR, President.

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