

WAIKATO COAL-MINES **UNDERGROUND OFFICIALS.**—
INDUSTRIAL AGREEMENT DECLARED TO BE AN AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the Waikato Coal-mines Underground Officials' Industrial Agreement, dated the 30th day of December, 1940 (and recorded in Book of Awards, Vol. XL, p. 2332).

Friday, the 23rd day of May, 1941.

WHEREAS on the 30th day of December, 1940, an industrial agreement was made between the Taupiri Coal-mines, Ltd., Auckland, and other employers, of the one part, and the Northern Coal-mine Underground Officials' Industrial Union of Workers, of the other part: And whereas a duplicate original of the said industrial agreement was, on the 23rd day of January, 1941, filed in the office of the Clerk of Awards at

Auckland: And whereas on the 28th day of February, 1941, an application was made to the Court by one of the parties to the said industrial agreement for an order declaring the said industrial agreement to be an award of the Court: And whereas the Court is satisfied that the said industrial agreement is binding on employers who employ a majority of coal-mine deputies and underviewers in the Northern Industrial District, in which district the said industrial agreement was made: Now, therefore, the Court, in pursuance and exercise of the powers vested in it by section 33 of the Industrial Conciliation and Arbitration Act, 1925, and of every other power in that behalf thereunto enabling it, doth hereby order and declare that the said industrial agreement, a copy of which is hereto subjoined, shall, as from the day of the date hereof, be an award of the Court.

[L.S.]

A. TYNDALL, Judge.

WAIKATO COAL-MINES UNDERGROUND OFFICIALS' INDUSTRIAL AGREEMENT.

This industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 30th day of December, 1940, between the—

Taupiri Coal-mines, Ltd., Auckland
 Pukemiro Collieries, Ltd., Auckland
 Glen Afton Collieries, Ltd., Auckland
 Renown Collieries, Ltd., Auckland
 Wilton Collieries, Ltd., Auckland

(hereinafter referred to as "the employers"), of the one part, and the—

Northern Coal-mine Underground Officials' Industrial Union of Workers (T. M. Johnstone, Secretary, Hakanoa Street, Huntly)

(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, and stipulations and provisions contained and set out in the schedule hereto marked "A" 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 "A," 1940-42.

Wages.

1. The wages for deputies shall be £7 18s. per week. Back shift, night shift, and 6 o'clock early morning shift shall be £8 2s. per week for permanent work.

The wages for underviewers shall be £9 7s. 6d. per week.

Hours of Work.

2. (a) The ordinary hours of work for deputies shall be forty per week, provided that there shall be no restriction of work on Saturdays or Sundays which is required to be performed on those days—(1) for mine examination, (2) in connection with pumping or control of fires, or (3) in connection with any maintenance, repair, or development work which can be carried out only when the mine is idle: Provided further that any deputy who is required to work in excess of forty hours in any week shall be given equivalent time off at such time as the manager shall decide, but within one month after the extra time has been worked.

In the event of any question arising as to the interpretation of item (3) above mentioned, the matter in dispute shall be referred to the management and the deputies' representatives for settlement.

(b) Any deputy called upon to do regular Sunday work shall be paid up to four hours, a full shift; any time worked in excess of four hours, double time: Provided that a day off in lieu of Sunday may be allowed instead of payment if mutually arranged between the deputies and the manager at any colliery.

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 a 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 period exceeding four weeks in any one year.

Tools.

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

Membership of Union.

5. As soon as any man with a certificate goes on deputy work other than in a relieving capacity he shall be informed by the manager that he must join the Northern Coal-mine Underground Officials' Union.

Reduction of Staff.

6. In the event of it being necessary to reduce the staff of deputies, those retired shall be found suitable employment.

Holidays.

7. Holidays for deputies to be the same as under the Miners' award. Five additional days to be granted to be mutually agreed upon, provided that not more than one week has been lost through sickness during the year.

Holidays for underviewers to be the same as for deputies, plus one extra week.

Notice of Dismissal or Retirement.

8. Fourteen days' notice to terminate the employment shall be given by the worker to the employer, or by the employer to the worker, for other cause than disobedience or misconduct.

Disputes.

9. In the event of any dispute arising at any colliery which cannot be adjusted by the manager of such colliery and the local members of the union, then such dispute shall be referred to the union officials and the committee of the managers of the collieries concerned in this agreement.

Mine-examinations.

10. The principle of mine-examinations at week-ends and idle periods being made by two men is approved, and arrangements shall be made between the deputies and the management at each mine to give effect to this principle where it is mutually agreed to be necessary.

Term.

11. This agreement shall be deemed to have come into force on the 1st day of November, 1940, and shall continue in force until the 1st day of November, 1942.

In witness whereof the parties have hereunto set their hands this 30th day of December, 1940.

For and on behalf of the Northern Coal-mine Underground Officials' Industrial Union of Workers—

W. WOOD, President.

THOMAS MCKENZIE JOHNSTONE, Secretary.

For and on behalf of the Taupiri Coal-mines, Ltd.—

J. L. SOUTER, Secretary.

Witness—K. Hickman.

For and on behalf of the Pukemiro Collieries, Ltd.—

J. ALLISON, Secretary.

Witness—D. Wyatt.

For and on behalf of the Glen Afton Collieries, Ltd.—

C. M. RICHWHITE.

Witness—E. Solon.

For and on behalf of the Renown Collieries, Ltd.—

F. BROOKE-TAYLOR, Chairman of Directors.

Witness—H. R. Newman.

For and on behalf of Wilton Collieries, Ltd.—

HENDRY LUKE, Chairman of Directors.

Witness—A. Robertshaw.