

WEST COAST DEPUTIES.—INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand, Westland Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 2nd day of November, 1945, between the Grey Valley and Buller Deputies and Underviewers' Industrial Union of Workers and the Westport Coal Company, Ltd., Dunedin, and others.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement, made on the 2nd day of November, 1945, between the Grey Valley and Buller Deputies and Underviewers' Industrial Union of Workers, of the one part, and the Westport Coal Co., Ltd., Dunedin, and others, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 8th day of July, 1946.

[L.S.]

A. TYNDALL, Judge.

WEST COAST DEPUTIES.—INDUSTRIAL AGREEMENT

THIS industrial agreement, made this 2nd day of November, 1945, in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, between the Grey Valley and Buller Deputies and Underviewers' Industrial Union of Workers (hereinafter referred to as "the union"), of the one part, and the—

Westport Coal Co., Ltd., Dunedin,
 Charming Creek Westport Coal Co., Ltd., Westport,
 Paparoa Coal Co., Ltd., Wellington, and
 The Hon. James O'Brien, Acting Minister of Mines,
 Wellington.

(hereinafter referred to as "the employers"), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows:—

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, or 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

Clause 1.—The salary of deputies shall be £482 1s. 8d. per annum in regular fortnightly payments of £18 10s. 10d. each. Night shift or back shift, 10s. per week extra.

Nothing in this clause shall be interpreted to mean that deputies have a yearly contract of service.

An examining deputy whose work commences more than two hours before the ordinary starting-time of the day shift shall be deemed to be employed on night shift.

The foregoing wage-rates are subject to bonuses awarded to mine workers by the Coal-mines Council.

Clause 2.—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.

The turn system of allocation of deputies to shifts shall be arranged between the representatives of the deputies and the management at each mine; but this shall not in any case interfere with the right of the management to select deputies for special work according to their qualifications or experience.

When a deputy is selected for special work as aforesaid, his appointment shall not be considered as permanent, and if the special work lasts for a duration of less than four months such deputy shall return to work on the ordinary turn system on completion of the special work if he so desires. If

the special work lasts for a duration of more than four months the matter shall be reviewed and suitable arrangements made by the representatives of the deputies and management of each mine.

Clause 3.—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.

Clause 4.—Deputies shall be entitled to the following holidays: Good Friday, Easter Saturday, Easter Monday, Sovereign's Birthday, Labour Day, and 1st May, and also two weeks' annual leave in each year to be taken as far as possible at the Christmas-New Year period, but in so far as such leave cannot all be taken at that period, any balance to be taken at such other times as may be mutually arranged between the deputy concerned and the manager.

Deputies who have lost not more than one week on account of sickness during any year shall be granted an additional five days holiday to be taken at such time or times as may be mutually arranged.

Clause 5: Sick-pay.—(a) After six months' service with the same employer a worker under this award shall be entitled to be paid wages when absent from work on account of sickness up to a maximum of four weeks in any one year: Provided that a worker who has not lost any time on account of sickness for a period of two successive years or more shall be entitled to one additional week's sick-leave for each year in excess of the first, but not so that the accumulated sick-leave in any case shall exceed twelve weeks.

(b) If required by the employer, any worker claiming sick-leave shall produce a medical certificate. The employer shall have the right to nominate the doctor from whom such certificate shall be obtained, and in such case the employer shall pay the extra expense incurred.

Clause 6: Notice.—Fourteen days' notice of dismissal or retirement shall be given by the employer to the worker or by the worker to the employer.

Clause 7: Disputes.—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.

Clause 8.—In the event of a serious accident necessitating inspection of the scene of the accident by workmen's inspectors (miners) and an Inspector of Mines, a Deputies' representative may also attend.

Clause 9. Hours of Work.—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.

Time and a half shall be allowed for all work regularly done on Sundays and double time for special or casual Sunday work: Provided that in respect of time and a half, the half time shall be paid in cash, and for the ordinary time equivalent time off shall be given; in the case of double time, one-half shall be paid in cash and for the other half equivalent time off shall be given.

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

Clause 10: Wet Time.—When a deputy cannot avoid becoming wet in the performance of his duties, he shall be entitled to receive, in addition to his weekly wages, a sum equal to two hours' wages for each full shift so worked. The hourly rate of pay shall be one-fortieth of his weekly wage-rate, exclusive of overtime or any special payments. The determination as to whether or not a deputy cannot avoid becoming wet shall be made on the basis and in accordance with the terms of the miner's agreement.

Clause 11.—In naked-light mines, each deputy shall be provided with one new carbide lamp per year.

Clause 12.—This agreement, in so far as it relates to wages, shall be deemed to have come into force on the 8th day of May, 1945, and as to all other provisions on the date of execution, and shall continue in force for a term of two years from that date.

Signed for and on behalf of—

Grey Valley and Buller Deputies and Underviewers'
Industrial Union of Workers—

FRANK JOHN OAKLEY, President.
WILLIAM RICHMOND, Secretary.

Westport Coal Co., Ltd.—

For the Westport Coal Co., Ltd.:

JAS. S. JACK, General Manager.

Charming Creek Westport Coal Co., Ltd.—

P.p. The Charming Creek-Westport Coal Co., Ltd.:
W. T. SLEE AND SONS, Secretaries.

Paparoa Coal Co., Ltd.—

R. D. WALLACE, Director.

The Hon. James O'Brien, Acting Minister of Mines,
Wellington—

JAS. O'BRIEN.
