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(15.) DENNISTON COAL-MINERS.

THIS agreement, made in pursuance of "The Industrial Conciliation and Arbitration Act, 1894," this 23rd day of December, 1899, between the Westport Coal Company (Limited) Industrial Union of Employers, and the Denniston Coal-miners' Industrial Union of Workers, the said parties to this agreement, agree that :

1. When colliers are employed mining by hand-labour at tonnage rates, the following provisions shall apply : Tonnage rates on all solid workings to be 2s. 4d. per ton, below 4 ft. to be a deficient place. In the event of the company working coal below 5 ft. exclusively on tonnage rates, the adjustment of the rate shall be dealt with by the last clause of this agreement.

2. Bords to be 18 ft. wide, but in case of bad roof the manager to have the right to reduce the width to not less than 16 ft.

3. Headings : Level and rise headings, 6 ft. wide, 7s. per yard ; 9 ft. wide, 6s. per yard ; 12 ft. wide, 5s. per yard. Wet dip headings, as per arrangement.

4. When taking up bottoms in bords the full width, any thickness down to 3 ft. 6 in. to be paid for at pillar rates ; from 3 ft. 6 in. down to 2 ft. to be paid for at bord rates ; below 2 ft. to be a deficient place. When taking up bottoms narrow, prices to be : From 12 ft. wide to 9 ft. wide, 1s. per yard ; from 9 ft. wide to 6 ft. wide, 2s. per yard.

5. If ordered to drive narrow through a pillar the miner shall be paid ordinary pillar yardage rates, viz., 4s. per yard. This only applies to driving through one pillar. If the miner has to drive through more than one pillar he shall be paid ordinary solid rates, both for coal and yardage.

6. Pillars : Prices to be paid for pillars as follows : From 4 ft. up to 5 ft. 6 in., 2s. per ton ; from 5 ft. 6 in. up to 6 ft. 6 in., 1s. 10d. per ton ; from 6 ft. 6 in. to 9 ft., 1s. 9d. per ton ; over 9 ft., 1s. 8d. per ton ; below 4 ft. to be a deficient place. These prices to apply to clean hard roof. In the event of having a false or bad roof, 3d. per ton extra to be paid on the above rates.

7. All pillars below 6 ft. in height to be single places. The manager to have the right to put on two men if necessary.

8. Tops to be classed as pillars.

9. In any height of coal up to 6 ft. thick, if stone in coal or stone on top of coal which cannot be kept up, the price to be paid shall be for anything up to the first 3 in. 1d. per ton, and  $\frac{1}{2}$ d. per ton per inch afterwards. Before any stone-scale comes into force, the stone must be of sufficient thickness to necessitate its being picked out of coal. Above 6 ft. of coal the stone-scale shall cease, and no allowance be made for stone.

10. All places which the company desire to be worked by hand-labour at tonnage rates shall be cavilled for every three months. Any new headings being started by hand-labour during the cavil shall be cavilled for among all men who are employed at tonnage rates and who are competent for the work. In any case where a man has finished his place for the time being in any section of the mine, and has to remove to another section from any cause whatever, he shall have the first place that is ready in the section which he left, or return to his own place if it is ready to start during the quarter. All places which are to be included in any cavil must be distinctly marked before the cavil is drawn wherever possible.

11. Six-inch sets of timber in bords not to be paid for by the company.

12. Trucking to be by contract or shift-work at the option of the company. If by shift-work to be at ruling rates.

13. Water to be removed from the working-places by the company, and if the water is not out when the miner starts work he shall remove it, and be paid for its removal. The company to deduct check-weigh money from the wages of each miner if authorised by such miner to do so under section 19, subsection (7) of "The Truck Act, 1891."

15. All unclaimed boxes to go to the check-weigh fund.

16. Working hours to be during the week the same as heretofore. The mine to be idle every pay Saturday.

17. The company shall provide tamping, and place it convenient for the truckers to take it to the face.

18. That so long as there are sufficient capable men at Denniston out of work, the company shall employ these either by contract or day labour, provided that they are willing to work at ruling rates. This clause only applies to those men employed by the company and discharged during the term of this or last agreement.

19. The turn of trucks throughout the mine shall be regulated as evenly as possible.

20. Youths having been employed in the mine for two years and over, and being over the age of eighteen years, shall have preference whenever practicable before outsiders, if men are wanted to go on the coal.

21. When the company are starting machines the men then employed hewing coal shall have the preference of employment if they are competent.

22. Miners' representatives to be permitted to visit the scene of any accident with the manager. The names of representatives to be lodged with the manager.

23. The company shall have the undisputed right to work any part or the whole of the mines by machinery on giving fourteen days' notice to each individual collier employed in those places where machinery is to be introduced.

24. Fillers, machinemen, shooters, timbermen, and men taken from the face, the wages shall be: Fillers, 10s. 6d. per day; machinemen, 11s. per day; shooters, 12s. per day; shiftmen engaged timbering and brushing 10s. 6d. per day; men taken from the face, 10s. 6d. per day; engine-drivers, 10s. per day; firemen, 10s. per day.

25. Youths employed at screens, rope-road, trucking and tipping, existing rate to continue. Machine (apprentices) youths, sixteen years and over, 5s. 6d. per day; after first twelve months, 1s. per day increase; next twelve months, 1s. per day increase.

26. No overtime to be worked in the mine unless in cases of absolute necessity.

27. Holidays: Easter Monday and Tuesday, Queen's Birthday, Labour Day; Christmas holidays as before.

In all cases when the company are starting new hands during the term of this agreement, it shall be the duty of the management of the said company to acquaint such new employé of the fact that employers and workers at Denniston are working under the industrial agreement or award made and executed under the provisions of "The Industrial Conciliation and Arbitration Act, 1894," and amendments thereto, and that such worker being a new employé of the said company is expected (if not already one) to become a member of the Denniston Industrial Workers' Union, as it is with that body and not with individuals the company deals and executes its agreement.

28. In all cases when the company are reducing hands, should there be unionists and non-unionists working for the said company, other conditions being equal, unionists shall have the preference of employment.

29. All extraordinary wet places to be worked six-hour shifts.

30. Company to provide tools for all shiftmen and, unless in event of an accident, not more than three shovels and one pick-handle per annum.

31. Should any matter or dispute arise during the term of this agreement and not herein provided for, such matter or dispute shall be referred to the company and officials of union with a view to coming to terms in settlement of the same.

The provisions of this agreement to continue in force for two years commencing on the 1st day of January, 1900, and ending on the 31st day of December, 1901.

In witness whereof the parties have hereto set their hands, this 23rd day of December, 1899, at Westport, in the Colony of New Zealand.

For the Westport Coal Company (Limited) Industrial Union of  
Employers—

THOMAS BROWN.  
ALFRED B. LINDOP.  
ADAM JAMIESON.

Witness—A. S. Ewan.

Witness to signature of Mr. Thomas Brown—J. C. Brown.

For the Denniston Coal-miners Industrial Union of Workers—

JOHN FOSTER, President.  
JAS. PATZ, Secretary.

Witness—A. S. Ewan.