## WESTLAND INDUSTRIAL DISTRICT.

## (600.) GREY VALLEY INDUSTRIAL UNION OF WORKERS AND TYNESIDE COLLIERY COMPANY (LIMITED).—AGREEMENT.

THIS agreement, made in pursuance of "The Industrial Conciliation and Arbitration Act, 1900," this 4th day of May, 1903, between the Tyneside Colliery Company (Limited) Industrial Union of Employers and the Grey Valley Industrial Union of Workers.

The said parties to this agreement agree as follows in regard to work and labour at the Tyneside Collieries :—

1. All coal to be paid for gross at prices as follows: (a) Solid coal fast places, per ton, 2s. 4d.; (b) lifting bottoms, per ton, 2s. 2d.; (c)  $10\frac{1}{2}$  cwt. be paid for each truck, and must be filled not less than water-level on arrival at pit bank.

2. Wet places: Miners working wet places shall be paid not less than 11s. per shift of six hours, and get an equal share of trucks during that period.

3. Shift wages: Getting coal, per shift, 11s., workmen having power to claim tonnage rates by notifying the management to that effect three days before the commencement of any pay-period.

4. Permanent, per shift, 10s. 6d.

5. Casual, per shift, 11s., meaning when miners may be taken from their working-places and required to work elsewhere. Two days double and three shifts single be paid casual; over that period be paid permanent.

6. Carpenters, per shift, 10s. 6d.

7. Engine-drivers, per shift, 10s.

8. Trucking: Miners truck their coal up to a distance of 50 yards; from 50 to 75 yards, extra per ton, 2d.; and 3d. per ton for each or portion of each 25 yards after 75.

9. Truckers: To be paid by contract or at per shift; from 6s. to 10s. per day when contracting. Every trucker to be a partner to such contract, and receive their share of contract price *pro rata* according to their position.

10. Braceman, per shift, 10s.

11. Falling stone: If from this cause a workman is unable to make wages he be paid 11s. per shift.

12. Breaking away bords: Where required bords shall be broken away narrow, and 6s. per yard shall be paid so long as it is considered necessary to keep the said bord narrow.

13. Yardage : Inclines, levels, and slits, per yard, 6s.

14. Cavilling: All coal places to be cavilled for every twelve weeks; first cavilled out to be first cavilled in. Two scrutineers may be appointed by the miners to be in attendance while the cavil is being drawn. The manager can keep special places out of the general cavil, and make a special cavil of such special places before the general cavil takes place, so that the miners cavilling for special places and not getting them can then go into the general cavil. 15. Timbering: Sets up to 6 ft. high, 2s. 6d.; from 6 ft. to 8 ft. high, 3s. 6d.; inclines, levels, and slits, 3s. 6d.; all sets over 8 ft. high or more than 8 in. through (measured in centre) to be special sets, and the price of such sets be arranged between the manager and workman. If those do not agree, the question be referred to the manager and committee or secretary of the union with a view to the settlement. When close laths are required on top 1s. extra shall be paid. Laths to be provided by the company.

16. Bottoms: Company to lift all bottoms.

17. Dips: Special places when considered necessary.

18. Miners to keep all timber 12 ft. behind the end of rails, and all over that distance back be kept by the company or paid for by shifts rates.

19. Holidays: Every Saturday afternoon, 17th and 18th March, Good Friday, Easter Monday, Queen's Birthday, King's Birthday, Labour Day, three days each Christmas and New Year week.

20. Preference of employment given to unionists, provided union secretary supplies the manager with list of unionists.

21. Any dispute arising during the period this agreement remains in force, and which is not herein provided for, shall be referred to the company's manager and union committee or secretary with a view of settlement.

The provisions of this agreement to continue in force for a period of six months, commencing on the 4th day of May, 1903, and terminating on the 4th day of November, 1903.

In witness whereof the parties thereto have hereunto set their hands, this 4th day of May, 1903, at Brunnerton, in the Colony of New Zealand.

For the Tyneside Colliery Company (Limited) Industrial Union of Employers—

ROBERT RUSSELL, Managing Director.

Witness-James Armstrong, Mine-manager, Brunnerton.

For the Grey Valley Industrial Union of Workers-

GEORGE NEWTON, President.

FREDERICK NYBERG, Secretary.

Witness—Anthony Magee, Miner, Brunnerton.

(601.) INANGAHUA MINERS v. PROGRESS MINES OF NEW ZEA-LAND.—DECISION RE CYANIDE WORKERS.

In the Court of Arbitration of New Zealand, Westland Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900"; and in the matter of an application for the enforcement of an industrial agreement made between the Inangahua Miners' Industrial Union of Workers and the Progress Mines of New Zealand (Limited).

JUDGMENT of the Court :- 8th June, 1903.

The parties have agreed to ask the Court to treat this matter as an application to the Court for its opinion, and not as an applica-