

NELSON INDUSTRIAL DISTRICT.

(1007.) PUPONGA COAL-MINERS.—AGREEMENT.

(In substitution for recommendation of Conciliation Board.)

THIS industrial agreement, made in pursuance of “The Industrial Conciliation and Arbitration Act, 1905,” this 16th day of December, 1905, between the Puponga Coal and Gold Mining Company, New Zealand (Limited), of Nelson (hereinafter called “the company”), of the one part, and the Puponga Coal-miners’ Industrial Union of Workers, of Puponga (hereinafter called “the union”), of the other part, whereby it is agreed as follows :—

A. MINERS.

1. *Tonnage Rates.*—The following tonnage rates shall be paid where the seam is worked by hand-labour—viz., 3s. 3d. per ton single shift, and 3s. 6d. per ton double shift.

2. *Longwall.*—Where a single seam is worked on this system by hand-labour the following rates shall be paid: 2 ft. and under 2 ft. 6 in., 3s. 6d. per ton; 2 ft. 6 in. and under 3 ft., 3s. 3d. per ton; 3 ft. and under 3 ft. 6 in., 3s. per ton; 3 ft. 6 in. and under 4 ft., 2s. 9d. per ton. Roads to be brushed 5 ft. 6 in., chocks 5 ft. square, to be paid for at the rate of 1s. per foot in height if filled with *débris*, and 9d. if unfilled.

3. *Deficient Places.*—Places where there is more than 33 $\frac{1}{3}$ per cent. of stone to be considered shall be deemed to be deficient places, and shall be worked by shift.

4. *Yardage Rates.*—For 6 ft. places, 7s. per yard; 9 ft. places, 6s. per yard; and 12 ft. places, 5s. per yard. Wet dip-headings as per arrangement.

5. *Pillar-workings* to be paid for 4d. per ton less than for solid workings.

6. *Wet Places* to be worked by shift of six hours at full shift pay. What is a wet place shall, in case of dispute, be decided by the company's mine-manager and the president of the union, or, in case of their disagreeing, by the Inspector of Mines for the district.

7. *Water in Face.*—Miners shall be paid for all water removed by them from the face.

8. *Preparation of Coal and Firing.*—All coal to be properly holed and cut before shot is put in. No dynamite or high explosives to be used or taken into the mine without the written consent of the mine-manager or his underviewer.

9. *Timbering.*—Miners to secure roof at face with props. All other timbering required to be paid for as follows: Sets up to 6 in. in diameter, 2s. per set; over 6 in. and not exceeding 9 in. in diameter, 3s. per set: props, 3d.

10. *Trucks and Trucking.*—Boxes shall be distributed equally throughout the mine. All unclaimed boxes to go to the check-weight fund. Miners to truck their coal to the first flat-sheet and run a jig, and to be paid 2d. per ton for coal trucked beyond 50 yards and up to 70 yards.

11. *Filling Stone.*—6d. per truck to be paid for all the stone that cannot be stowed in the working-places.

12. *Road-laying.*—All road-laying, except 6 ft. rails, to be done by the company.

13. *All Tools and Lights* (and also explosives when on tonnage rates and to be purchased from the company) to be found by miners.

14. *Tallying.*—A tally-board showing the number of boxes filled out of each place to be posted at the mine-mouth daily.

15. *Weighing.*—The system at present in vogue shall continue—

viz., that at periods to be arranged by the president of the union and the mine-manager, a number of trucks shall be weighed, and the average weights of such trucks shall be accepted as the standard weight of all trucks until the next weighing is mutually arranged.

16. *Change from Class of Work.*—Miners called from the face to do any other kind of work shall be paid miners' shift-wages, except when their places are finished, in which case they shall be allowed to do any other class of work at ruling rates.

17. *Balloting.*—The company shall have the right to select miners to work special places. Otherwise places shall be balloted for every three months, such places being first distinctly marked. The first man out of a place to start on the first place vacant or to be broken off. One man to ballot for his place out of two or more places in the same manner as two or more men would ballot for one place. If a miner is removed from his working-place in any section of the mine he shall return to the same place if it is started again during the cavil.

B. TRUCKERS.

18. Trucking to be by contract or shift-wages at the option of the company. If by the former, the contractors shall pay the truckers not less than the minimum rate of wages provided by this agreement.

C. SHIFT-WORKMEN.

(Rate of Pay of).

19. (1.) Blacksmiths, 11s. per shift; blacksmiths' strikers, 8s. 6d. per shift; boys in blacksmiths' shop—under sixteen years of age, 4s. 6d. per shift; above sixteen and under seventeen, 5s. 6d. per shift; above seventeen and under eighteen, 6s. 6d. per shift; above eighteen and under nineteen, 7s. 6d. per shift.

(2.) Engine-drivers, first-class (winding), 11s. per shift; first-class (haulage), 10s. per shift. Boys on boiler the same as for boys in blacksmiths' shop.

(3.) Truckers, 10s. per shift. Boys, 6d. in advance of wages paid to boys in blacksmiths' shop.

(4.) Platelayers, 9s. per shift.

(5.) Carpenters, 11s. per shift.

(6.) Timbermen, 9s. per shift.

(7.) Miners, 11s. per shift.

(8.) Roadsmen, 10s. 6d. per shift.

(9.) Banksmen, 10s. per shift.

(10.) Tippers and onsets, 9s. 6d. per shift.

(11.) Surface labourers not otherwise provided for, 8s. 6d. per shift. Boys, the same as boys in blacksmiths' shop.

D. UNDER-RATE WORKMEN.

20. Any worker unable to earn the minimum wage hereby prescribed for the class of work for which he may desire employment

may be engaged at such less wage as may be agreed upon in writing between the company's mine-manager and the president of the union.

E. GENERAL.

21. *Sharpening Tools.*—All tools to be sharpened by the company free of cost.

22. *Accidents.*—The scene of any accident may be visited by any two of the company's employees whose names shall have been previously lodged by the union for that purpose with the company's mine-manager.

23. *Hours of Labour, Overtime, and Holidays.*—Working-hours to be in accordance with "The Coal-mines Act, 1905." Overtime shall be paid at the rate of time and a quarter, Sundays time and a half. For all employees who may so desire it Good Friday and Saturday, Labour Day, and from the 24th day of December to the second day of January, both inclusive, shall be recognised holidays.

24. *Pay-day.*—On the 31st day of each month an advance shall be made to every man equal to the amount earned by him to the 15th day of the same month, and on the 15th day of the subsequent month the balance of the wages due for the previous month shall be paid.

25. *Preference to Unionists.*—That so long as the rules of the union permit any workman who is of good character to become a member upon payment of an entrance fee not exceeding 5s., and of a subsequent contribution not exceeding 6d. per week (whether payable weekly or otherwise), then and in such case the company shall employ members of the said union in preference to non-members. But this clause shall not apply to the officials of the company, nor shall the company be compelled to dismiss any workman now in its employ by reason that such workman is not a member of the union.

26. *Matters not provided for.*—Anything not herein provided for shall be arranged between the company's mine-manager and the president of the union.

27. *Term of Agreement.*—This agreement shall come into operation on the 3rd day of January, 1906, and shall continue in force until the 31st day of December, 1907.

As witness the hand of Sydney George Hayward, attorney for the company and the seal of the union.

Signed by the said Sydney George Hayward for and on behalf of the said company in the presence of—John T. Meyers, President of the Union.

The Puponga Coal and Gold-mining Company
of New Zealand (Limited).

SYDNEY G. HAYWARD.

The common seal of the said union was hereunto affixed in the presence of—John T. Meyers, President of the Union. (L.S.)

N.B.—This agreement is in substitution for the recommendation filed by the Conciliation Board and for all references either to the said Board or to the Arbitration Court, and filed by the union or the company.

SYDNEY G. HAYWARD, Attorney.
