

# DISPUTES

UNDER THE

## INDUSTRIAL CONCILIATION AND ARBITRATION ACT (1905).

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NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

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### (838.) KIRIPAKA COAL-MINERS.—AGREEMENT.

THIS industrial agreement, made in pursuance of "The Industrial Conciliation and Arbitration Act, 1900," this 12th day of January, 1905, between the Ngunguru Coal-mines (Limited) (hereinafter called "the company") of the one part, and the Kiripaka Coal-miners' Industrial Union of Workers (hereinafter called "the union") of the other part, witnesseth as follows:—

Clause 1. That the hours of labour for all underground workers in the company's mine shall not exceed forty-seven hours per week, but that the hours of commencing and leaving off work may be varied to suit the special local conditions and circumstances. When men leave the surface at 5.45 a.m. they shall leave the face at 2 p.m.; when they leave the surface at 6.45 a.m. they shall leave the face at 3 p.m.; when they leave the surface at 7.45 a.m. they shall leave the face at 4 p.m.; when they leave the surface at 8.45 a.m. they shall leave the face at 5 p.m.; when they leave the surface at 9.45 a.m. they shall leave the face at 5 p.m. When the whistle blows before 7 a.m. the mine commences work at 7.45 a.m.; when the whistle blows between 7 and 8 a.m. the mine commences work at 8.45 a.m.; when the whistle blows between 8 and 9 a.m. the mine commences work at 9.45 a.m.

Clause 2. That the places be drawn for every three months in the following order: The manager to divide the mine into districts and number the places in each district in consecutive order; the

man drawing the last or highest number in any district must be first to shift from that district. If there be more than one man to shift from any district at one time they cavil for the fresh places.

Clause 3. Should the manager have any special work inside the mine, he must call for volunteers, to be approved by the manager, three clear days before a cavil.

Clause 4. That should the manager require to double shift any bord the men in the bord to choose their mates within two days after having notice from the manager; and should they fail to find mates in the given time, then the manager shall find them.

Clause 5. That trucking be done by the miners as at present, such trucking not to exceed the present limit of 50 yards from the face. Over 50 yards to be paid 1d. per skip for every additional 50 yards. When two miners are required to push a truck exceeding 7 yards, they be paid 1d. per skip extra. In no cases shall two miners truck together over 50 yards.

Clause 6. That the following rates be paid: All coal from 7 ft. to  $4\frac{1}{2}$  ft. high, 11d. per skip; from  $4\frac{1}{2}$  ft. to 4 ft. high, 1s. 1d. per skip; from 4 ft. to  $3\frac{1}{2}$  ft. high, 1s. 2d. per skip; from  $3\frac{1}{2}$  ft. to 3 ft. high, 1s. 3d. per skip; from 3 ft. to  $2\frac{1}{2}$  ft. high, 1s. 4d. per skip; from  $2\frac{1}{2}$  ft. to 2 ft. high, 1s. 6d. per skip. All coal worked under 2 ft. high by miners shall be paid at the rate of 9s. per day; fireclay, 1s.  $1\frac{1}{2}$ d. per skip. Yardage to be paid the present rates—8d. per foot for 8 ft. wide; 1s. 4d. per foot for 6 ft. wide. Timbering to be done by the miners as at present. No charge to be made. The company to have power to weigh all skips, which shall be made to carry  $8\frac{1}{2}$  cwt. of coal or 13 cwt. of clay per skip. In the event of the company coming upon high seam coal—namely, 7 ft. and upwards—the company to have power to pay same prices per skip per ton, or put in use same size skips as Kiripaka Coal Company—namely, to carry 10 cwt.

Clause 7. That when men leave the face or are taken from the face their turn ceases. If a miner be taken from the coal by the manager to do any kind of odd work he shall be paid at the rate of 9s. per day, and time and a quarter overtime, and time and a half for Sundays for all men except pumpers.

Clause 8. Should any matter of dispute arise during the term of this agreement, and nothing be herein provided therefor, such matter or dispute shall be referred to the manager and the officials of the union, with a view to coming to terms in settlement of the same.

Clause 9. That all unsaleable coal or mullock filled in or thrown back shall be paid for at the rate of 10d. per skip.

Clause 10. That the company lays all roads and sharpens all miners' tools daily.

Clause 11. That truckers be paid 7s. 6d. per day. Pumpers to receive 7s. 6d. per day and 9s. per shift on Sunday. Boys up to eighteen years of age to be paid from 4s. to 7s. per day for underground work.

Clause 12. That any miner driving to the dip and having to bail water be paid 1s. 3d. per hour, and wet headings or bords shall be paid 1d. per skip extra. Wet places shall mean where water is coming down overhead or constantly lying underfoot.

Clause 13. That boring up or down be paid for at the rate of 3d. per foot. The company to have the option of doing the work with wages men.

Clause 14. That the company find suitable material for tamping.

Clause 15. That the company shall employ members of the workers' union in preference to non-members, provided that there are members of the union equally qualified with non-members to perform the particular work required to be done and ready and willing to undertake it, but this clause shall not interfere with the employment of the workmen now engaged by the company while remaining in their present employment.

Clause 16. That in the event of shortening hands single men shall be first discharged in the order of engagement, and then last-comers.

Clause 17. Shiftmen's rate of wages shall be 8s. 4d. per day. The shiftmen to provide their own oil. The company to provide all tools to shiftmen free of charge.

Clause 18. Employers to give fourteen days' notice before terminating engagement, and employees to give fourteen days' notice before leaving their employment.

Clause 19. When miners are to commence working pillars the company is to put all necessary timbers in before commencing to extract the pillar.

Clause 20. Holidays shall be New Year's Day, Good Friday, Easter Monday, King's Birthday, Christmas Day and day following, and Prince of Wales's Birthday.

Clause 21. This agreement to remain in force for two years from the date hereof.

Executed by the Kiripaka Coal-miners' Industrial Union of Workers by the seal of the same being hereto affixed, and the names of the chairman and secretary thereof being hereto subscribed, in the presence of—

[L.S.]

A. J. TEE, President.

ED. MANN, Treasurer.

ALFD. CADMAN, Secretary.

The common seal of the Ngunguru Coal-mines (Limited) was hereunto affixed at a meeting of directors in the presence of—

[L.S.]

EWEN WM. ALISON, }  
M. M. McCALLUM, } Directors.