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NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(856.) HIKURANGI COAL-MINESR.—AGREEMENT.

THIS industrial agreement, made in pursuance of "The Industrial Conciliation and Arbitration Act, 1900," this 1st day of March, 1905, between Messrs. Mennie and Brown, for the Waro Coal Company (now being formed), and the Hikurangi Coal-miners' Industrial Union of Workers.

Clause 1. That the hours of labour for all underground workers shall be as follows: That the men leave the surface at 7.45 a.m. and leave the face at 4 p.m., and at 3 p.m. on Saturday.

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 highest or last number in any district must be the first to shift from that district. If there be more than one man to shift from any district at one time they must cavil for the fresh places. 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 the cavil must be distinctly marked before the cavil is drawn, whenever possible. The truckers to cavil for fresh places at the same time as general cavil.

Clause 3. Should the manager have any special work inside the mine he must call for volunteers, to be approved of by the manager, three clear days before a cavil, which shall be every three months as in clause 2, and he shall specify the nature of the work to be done.

Clause 4. Should the manager require to double-shift any bord, crosscut, or heading, the man in the bord, crosscut, or heading shall choose his own mate within two days after having notice from the manager, and should he fail to find a mate in the time given, then the manager shall find one. The men to receive 1d. per skip extra for being double-shifted or double-banked.

Clause 5. All places under 8 ft. wide shall be paid 1s. per foot; under 5 ft. high, irrespective of width, 1s. per foot. All places under 3 ft. 6 in. high shall be specially arranged for between the president of the union and the manager. Headings and crosscuts 8 ft. and over, 4d. per foot; taking off side coal up to 3 ft., 6d. per foot. Ordinary wet work to be paid for at 1d. per skip extra. An exceptionally wet place is where a miner has to stand in 3 in. or more water, or where it is exceptionally wet overhead.

Clause 6. That the miners receive 1s. per skip for steam-coal; and all house-coal filled, 1s. 4d. per skip. All unsaleable coal or stone filled or thrown back shall be paid for at the same rate as steam-coal.

Clause 7. That when miners leave the face or are taken from the face, their turn ceases. If a miner be taken from the coal-face by the manager to do any kind of odd work, he be paid 9s. 6d. per day and time and a quarter overtime, and time and a half on Sunday.

Clause 8. All props to be paid for at 6d. each. Should any other description of timbering be required, the company to have the option of doing such work or by private arrangement with the miners. In all pillar-workings no timbering to be paid for.

Clause 9. The company to lay all roads and sharpen all miners' tools satisfactorily and ready for men going on in the morning.

Clause 10. That truckers nineteen years of age and over be paid at the rate of 8s. per day. Boys from fourteen to nineteen years of age to be paid 4s. per day the first year, and 9d. per day per year increase till they attain the age of nineteen years. Hand pumpers to receive 8s. per day, and 9s. 6d. on Sunday.

Clause 11. That miners driving to the dip, or having to bale water or to do any other wet work, be paid 10s. 6d. per day. This clause to apply to dips only.

Clause 12. That boring up or down in coal be paid 4d. per foot. The company to have the option of doing the same by day wages.

Clause 13. The company to provide suitable material for tamping.

Clause 14. That the company shall employ members of the Miners' Union in preference to non-unionists, 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.

Clause 15. In the event of shortening hands, single men go first, then married men in the inverse order of engagement.

Clause 16. The skips referred to are estimated to be of the following capacity—viz., 12 cwt. Other sized skips at the rate of 1d. per hundredweight.

Clause 17. Miners to regulate their own skip turns.

Clause 18. The following shall be observed as union holidays—viz., New Year's Day, Anniversary Day, Good Friday, Easter Monday, Prince of Wales's Birthday, King's Birthday, Christmas Day, and Boxing Day. Work done on Good Friday or Christmas Day shall be paid time and a half; on any other holiday, time and a quarter.

Clause 19. The minimum rate of wages shall be: For bracedmen, 9s. per day; tippers, 8s. per day; brakesmen in charge of a jig worked by a drum, 8s. per day; blacksmiths, 9s. per day; engine-drivers, first-class, 10s. per day; second-class, 9s. per day, including lighting up.

Clause 20. Where a pillar is considered to be deficient for two men, only one man shall be employed, his mate to lay off till a place can be found for him, but the manager shall, if possible, find him another place.

Clause 21. 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 manager and the officials of the union with a view to coming to terms in settlement of the same.

Clause 22. All props to be cut to length ordered and delivered to the miners' face.

Clause 23. All employees to receive a pay-ticket showing details of earnings.

Clause 24. The company to do all trucking, but when and where necessary miners to assist 21 ft.

Clause 25. That all miners shall work their places systematically, and shall cut and hole their places to at least 3 ft. in cutting and 3 ft. in holing or to a facing before firing a shot.

Clause 26. The company shall have the undisputed right to work any part or the whole of the mine by machinery on giving fourteen days' notice to each individual miner employed in the places where machinery is to be introduced.

Clause 27. This agreement shall remain in force till the 30th day of April, 1907.

The common seal of (?) signed in the presence of—

ARTHUR L. GOOLD.

J. M. MENNIE.

S. C. BROWN.

The seal of the Hikurangi Coal-miners' Industrial Union of Workers was hereunto affixed at a meeting of the committee thereof in the presence of—

J. H. JOHNSON,
 GEORGE COUTTS,
 JOSEPH STRONG,
 Members of Committee.

(857. WAIKATO COAL-MINERS.—ENFORCEMENT OF AWARD.

In the Court of Arbitration, Auckland District (Huntly).—Waikato Coal-miners (Inspector Ferguson) *v.* Taupiri Coal-mines (Limited).

REPORT OF ORAL JUDGMENT DELIVERED BY CHAPMAN J. (PRESIDENT).

THE application charged the respondent company with discharging two men, Gustave Rossenbeck and Thomas O'Loughlan, miners in its employ, with a view to injure the union, and further, with refusing to consider the dispute occasioned thereby when it was referred to the manager of the company and officials of the union for settlement, in breach of sections 34 and 30 respectively of the Waikato Coal-miners' Award (Book of Awards, vol. iv., p. 99) to which the respondent company was party.

It appeared from the evidence that these two men had on the 20th October, 1903, been discharged from their employment for filling their skips with stone in contravention of the terms of a notice of the manager, dated the 16th October, 1903. The facts of the dismissal were shortly as follows: On the 15th October the company received a letter from one of its customers complaining of the prevalence of stone in the coal. On the 16th the manager of the company posted up a notice in the mine to the effect that the skips must be filled more free from stone, and that those who offended in this respect would be dismissed. On the 20th of the same month, Rossenbeck and O'Loughlan were credited with a large quantity of stone, and were in consequence dismissed. Proper notice of dismissal was given. It was alleged by the union that these two men were maliciously discharged with the object of injuring the union.

After hearing the evidence in support of the application, the President delivered the judgment of the Court as follows: The charge preferred is a very strong one. Shortly put it is, that these two men were maliciously discharged with the object of injuring the union. I need hardly say that the more serious the charge the more exact must be the evidence brought in support of it. Satisfactory evidence of a convincing character must be adduced. We ought not to be asked to draw inferences from vague facts even if they point to the committal of the breach. A good deal of evidence has been adduced as to the improbability of the particular heap of coal credited to these