(839.) KIRIPAKA COAL-MINERS.—AGREEMENT.

This industrial agreement, made in pursuance of "The Industrial Conciliation and Arbitration Act, 1900," this 14th day of January, 1905, between the Kiripaka Coal Company (Limited) and the Kiripaka Coal-miners' Industrial Union of Workers:—

Clause 1. That the hours of labour for all underground workers 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 circumstances. When men leave the surface at 5.45 a.m., and leave the faces at 2 p.m.; when they leave the surface at 6.45 a.m., and leave the face at 3 p.m.; when they leave the surface at 7.45 a.m., they leave the face at 4 p.m.; when men leave the surface at 8.45 a.m., they leave the face at 5 p.m.; when men leave the surface at 9.45 a.m., they leave the face at 5 p.m. When the whistle blows before 7 a.m., mine commences work at 7.45 a.m.; when whistle blows before 8 a.m., mine commences at 8.45 a.m.; when whistle blows before 9 a.m., 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 highest 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 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 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. Trucking to 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, and 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 up to 50 yards;

in no case shall two miners truck together over 50 yards.

Clause 6. That the following hewing-rates be paid: All solid coal over $4\frac{1}{2}$ ft. high, 11d. per skip; from $4\frac{1}{2}$ ft. to 4 ft., 1s. 1d. per skip; from 4 ft. to $3\frac{1}{2}$ ft., 1s. 2d. per skip; from $3\frac{1}{2}$ ft. to 3 ft., 1s. 3d. per skip; from 3 ft. to $2\frac{1}{2}$ ft., 1s. 4d. per skip; from $2\frac{1}{2}$ ft. to 2 ft., 1s. 6d. per skip; coal over 4 ft. 6 in. to 7 ft. high to be 1s. 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—4 ft. wide and under, 5s. per yard; over 4 ft. wide and up to 6 ft., 3s. per yard; over 6 ft. and up to 8 ft. wide, 2s. per yard. Crosscuts, 1s. per yard. 3d. per prop, irrespective of length, in solid workings. Miners to timber in

pillar working without cost to the company. That all unsaleable coal or mullock filled in or thrown back to be paid the same rates as the coal.

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 be paid at the rate of 9s. per day, and time and a quarter overtime and time and half for Sundays and holidays for all men except pumpers.

Clause 8. Should any matter of dispute arise during the term of this agreement, and nothing therein 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 10.* That the company lay all roads and sharpen all miners' tools daily.

Clause 11. That truckers over eighteen years to be paid 7s. 6d. per day. Pumpers to receive 7s. 6d. per day, and 9s. per shift on Sunday and holidays. 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. Wet heading or bords shall be paid 1d. per skip extra. Wet places shall mean when coming down overhead, or constantly lying underfoot.

Clause 13. That boring up or down to 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 holes.

Clause 15. That employers shall employ members of the workers' union in preference to non-members, provided that there are members of the workers' union equally qualified with non-members to perform the particular work 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 any of the companies whilst 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, 9s. per day; the company to provide all tools to workmen 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. This agreement to remain in force for two years from the date thereof.

^{*} There is no clause 9 in the original agreement; evidently an error by typist in numbering.

Clause 20. When taking out pillars, company to put all necessary timber in before commencing to extract the pillars.

Clause 21. New Year Day, Good Friday, Easter Monday, King's Birthday, Christmas Day, Boxing Day, Prince of Wales's Birthday, without pay.

The common seal of the Kiripaka Coal Company (Limited) was hereunto affixed at a meeting of directors, in the presence of—

J. M. MENNIE, WILLIAM CALLAGHAN, S. C. BROWN, Secretary.

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

A. J. Tee, President pro tem. Alfred Cadman, Secretary. J. Sanders.