
(4373.) WARONUI COAL-MINERS.—AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 21st day of July, 1916, between the Waronui Coal-miners' Industrial Union of Workers (hereinafter called "the union") and the Bruce Railway and Coal Company (hereinafter called "the employer"), whereby it is hereby mutually agreed that, as between the union and the members thereof and the employer, the terms, conditions, and provisions set out in the schedule hereto shall be binding upon the union and upon every member thereof and upon the employer; and, further, that the union and every member thereof and the

employer shall respectively do, observe, and perform every matter and thing by this industrial agreement and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this industrial agreement or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And it is hereby further agreed that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this industrial agreement, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And it is hereby further agreed that this industrial agreement shall take effect from the 6th day of May, 1916, and shall continue in force until the 6th day of May, 1917.

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SCHEDULE.

Cavilling Conditions.

1. All places to be balloted for every three months.

(a.) Headings, levels, pillars, and robbing-work shall be balloted for specially.

(b.) Not less than 55 per cent. of miners who have had more than two years' experience on the coal to ballot for special places.

(c.) The names of those thrown out of the special ballot to be put in the general ballot.

(d.) Workmen drawing blanks in any ballot shall be eligible for the first place or places to start or which may be vacant.

(e.) The first man out of a place (subject to paragraph (d)) shall start in the first place vacant or to be broken away.

(f.) 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.

(g.) In the event of men being out of places or blanks being drawn in the quarterly cavil, but not otherwise, shall stentons be balloted for.

(h.) In all cases places balloted by workmen, and which for some reason have been stopped, should they be restarted during the term of the cavil the persons who cavilled them shall return and work them.

(i.) No man shall be permitted to work in another man's place unless the absentee is leaving or sick and unlikely to be able to work for three days, or the place is a dip, heading, or level being drawn for development purposes, or pillar and head coal where one man fails to attend.

(j.) Should any special place or places start during the term of the cavil all special men working in general places shall ballot for the said special place or places.

(k.) When a man has finished his place he shall enter his name in a ballot-book kept at the mine, and he shall then have the first chance (subject to paragraph (d)) of any place vacant or to be broken

away. If two or more men are finished during the same shift they shall then ballot for any place vacant or to start.

(*l.*) Any place not having fourteen days' work in it at the time of cavilling must have another place balloted along with it so far as possible.

(*m.*) Dips to be exempt from ballot and to be paid for at the rate of 13s. per shift, or miners may tender for driving dips, but no tender shall be at a lesser rate than heading rates.

Shift-hours.

2. Hours of work to be in accordance with the Coal-mines Act, 1908, and its amendments for all underground workers. For all other workers the hours shall be eight.

Shift-wages.

3. Shift-wages shall be not less than 12s. per shift.

Piecework Rates.

4. (*a.*) Boxes of the size now in use at the mine to be filled with harped coal up to the level of the sides of the boxes, and in the centre to a height of 6 in. above the level of the top of the box.

(*b.*) Bords to be driven 12 ft. wide and paid for at the rate of 3s. 4d. for three boxes. Bords driven narrow to be paid level yardage rates.

(*c.*) *Headings.*—Headings 6 ft. wide, in addition to tonnage rates, to be paid for at the rate of 6s. per yard; 8 ft. wide, 1s. per yard less. Headings are winning-places from which bords are broken off.

(*d.*) *Levels.*—Levels 6 ft. wide, in addition to tonnage rates, to be paid for at the rate of 5s. per yard; 8 ft. wide, 1s. per yard less. Levels shall be driven as near as possible at right angles to the dip and rise of the coal.

(*e.*) *Stentons.*—6 ft. wide, in addition to tonnage rates, to be paid for at the rate of 5s. per yard; 8 ft. wide, 1s. per yard less. A stenton is a place driven from one place to another for ventilation.

(NOTE.—1s. per yard extra for each additional shift.)

(*f.*) Head coal, bottom coal, and pillars to be paid for at the rate of 1s. per box.

(*g.*) Strips 4 ft. wide and under to be paid 2s. 6d. per yard in addition to tonnage rates, and under 5 ft. wide to be a single-man place.

(*h.*) Pug to be paid for at the rate of 6d. per box filled or stowed, and to be kept free from dross.

(*i.*) Dross to be paid for at the rate of 4d. per box.

(*j.*) If the management finds it necessary to drive any heading, level, or stenton under 6 ft. wide by 7 ft. high shift-wages may be paid, or special arrangements may be made with the manager.

Stone in Coal.

5. All stone must be carefully picked out and filled separately or thrown back as required, then it shall be paid for at the same rate as coal, but this shall not apply to the stone above or under the coal.

Trucking.

6. The miners shall truck their coal to the first stenton so long as the distance does not exceed 60 ft. When a miner has reached that limit, if a fresh stenton is not then started, then the tip shall be brought up to within 15 ft. to 20 ft. of the face. If the grade is too heavy a trucker is to assist.

Timbering.

7. Miners to keep their working-places secure 12 ft. back from the face, but where sets are required they shall be paid for at the following rates: 2s. 3d. per 6 ft. For sets over 6 ft. in length 3d. per foot extra shall be paid. Set to be measured on the bar.

Turn of Boxes.

8. As far as it is practicable boxes shall be equally distributed throughout the mine, provided each man can fill his turn.

Deficient Places.

9. Miners working in deficient places shall be paid 12s. per shift. A "deficient place" shall mean any place where an average miner cannot earn shift-wages on piece rates. When a miner considers his place to be deficient from any cause whatever he may, subject to the approval of the committee of the union, agree with the manager as to the allowance, if any, to be paid. Failing an agreement then shift-wages shall be paid while the place remains deficient.

Wet Places.

10. Workers working in wet places shall be paid shift-wages for six-hours shift. A "wet place" is a place where the worker is standing in water, or water is dripping on him and he cannot keep dry.

Truckers.

11. Truckers working underground and engaged by the company to be paid as follows: Fourteen years of age, 4s. 6d. per shift; fifteen years, 5s. 6d. per shift; sixteen years, 6s. 6d. per shift; seventeen years, 7s. 9d. per shift; eighteen years, 8s. 9d. per shift; nineteen years, 10s. per shift. Truckers over twenty years of age with not less than two years' experience at trucking shall be paid at the rate of not less than 11s. per shift. The word "trucker" to include truckers, horse-drivers, rope-attendants, and winchmen.

(a.) The manager shall have the right to let the trucking by contract in any part of the mine.

(b.) Daymen or lads to be allowed to fill coal or do any other work in their spare time.

(c.) A special wage less than the above-mentioned may be fixed for any trucker, lad, or youth by agreement between the mine-manager and the local committee of the union; in the event of no agreement being arrived at then by the Stipendiary Magistrate sitting in the district, whose decision shall be final.

(d.) In the event of a vacancy or vacancies occurring on the coal truckers over the age of twenty-one years who have been trucking for a period of two years or more, one year of which shall be with the employer, shall, if they so desire, ballot for the said vacancies, provided that in the event of a trucker so balloting the manager shall have the right to call upon him to act in the capacity of trucker at trucker's wages for the term of one year, but to receive not less than 11s. per shift during the last six months. Said clause not to apply where a trucker has been getting coal for two years or more.

General Provisions.

12. Any miner taken from the face to do any work either inside or outside the mine to be paid 12s. per shift. Shift-men on the night shift or third shift to be paid 6d. per shift extra.

13. The employer shall provide all tools for permanent shift-men.

14. Not more than one man to be employed in the same place, excepting in pillar, head coal, or bottom coal, on the one shift unless special arrangements as to the price have been made between the manager and the committee of the union.

15. The employer shall remove all water from the working-places.

16. Tools shall be sharpened free of cost to workmen and returned to them as soon as possible.

17. No private agreement shall occur between the employer and any of the employees of the mine.

18. The employer shall lay all rails, and in no case shall the rails be more than 6 ft. from the centre of the face.

19. No coal shall be filled on shift-wages where piece rates have been fixed.

20. When the manager knows the mine is to be idle on the next shift notice is to be given.

Engine-drivers.

21. Engine-drivers who are required to hold a first-class certificate shall be paid not less than 11s. per shift, and those required to hold a second-class certificate not less than 10s. per shift.

Holidays.

22. The following days shall be observed as holidays: Christmas Day, Boxing Day, 1st and 2nd days of January, birthday of the reigning Sovereign, Labour Day, annual picnic day, Good Friday and Saturday following, Easter Monday, and pay Saturdays. Should any of the above-mentioned days fall on a Sunday the day following shall be observed as a holiday.

Overtime.

23. All workers employed on shift-wages shall be paid overtime as follows: Not less than time and a quarter for work done during the week, and time and a half for work done on Sundays and holidays. Pay Saturdays and Easter Saturday shall not be included in this clause. Overtime shall not be worked on piece rates.

Rights of Workmen.

24. Representatives of the union shall be granted leave of absence to attend to union business. The manager to be notified. Miners' representatives shall be permitted to visit the scene of any serious accident with the manager or his deputed officer. The said representatives are to be notified of such accidents as soon as possible. The names of the representatives to be lodged with the manager.

Under-rate Workers.

25. (a.) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to such worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b.) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any worker whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c.) Notwithstanding the foregoing it shall be competent for a worker to agree in writing with the president or secretary upon such wage without having the same so fixed.

(d.) It shall be the duty of the union to notify the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e.) It shall be the duty of the employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Absence from Work.

26. Having regard to the working-hours for the time being existing no miner or other worker shall absent himself from work

during his proper working-hours while the mine is at work without the sanction of the manager, sub-manager, or deputy, excepting through sickness, accident, or other reasonable cause.

Preference.

27. (a.) Preference of employment shall be given to members of the union. If the employer shall hereinafter engage any underground worker coming within the scope of this industrial agreement who is not a member of the union, and who within one calendar month after his engagement by the employer shall not become and remain a member of the union, the employer shall dismiss such worker from its service if requested to do so by the union, provided there is then a member of the union equally qualified with the non-member to perform the particular work required to be done, and ready and willing to undertake the same. The clause to apply to miners and truckers.

(b.) The provision of this clause shall operate if and so long as the rules of the union shall permit any worker of good character coming within the scope of this industrial agreement to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Matters not provided for.

28. Anything not provided for herein is to be arranged between the mine-manager and the committee of the union, or in case they cannot come to an agreement the matter shall be referred to the Conciliation Commissioner of the industrial district, whose decision shall be final.

Term of Award.

29. This industrial agreement to be in force from the 6th May, 1916, until the 6th May, 1917, with a proviso that if Green Island or Taratu make any alteration in their rates that the parties referred to in this agreement be allowed to make a proportionate alteration in their rate, the remaining clauses standing good.

In witness whereof the parties have executed these presents.

Signed for and on behalf of the Waronui Coal-miners' Industrial Union of Workers—

[SEAL.]

JOSEPH JACKSON, President.
THOMAS CAIRNS, Secretary.

THE BRUCE RAILWAY AND COAL COMPANY :
JAS. CARRUTHERS, Mine-manager.

Witness—George F. West.

THE BRUCE RAILWAY AND COAL COMPANY :
Pp. R. GLENDINING :
GEO. R. HERCUS.