

**(4236.) HOMEBUSH COAL-MINE WORKERS.—AGREEMENT.**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 24th day of March, 1916, between the Homebush Collieries Industrial Union of Workers (hereinafter called "the union") of the one part, and the Homebush Brick and Coal Company (Limited) (hereinafter called "the company") of the other part, whereby it is mutually agreed by and between the union and the company that the rates of pay and conditions of work shall be as follows:—

## SCHEDULE.

1. *Hours of Work.*—The hours of work in the mine shall be eight hours bank to bank. Every pay Saturday shall be a holiday.

2. *Cavilling.*—The places shall be cavilled for every three months by drawing the places from one receptacle and the men's names from another. The mine shall be cavilled in January, April, July, and October. The places to be numbered in the mine in consecutive order. Men wishing to change mates may do so at the cavil. Any place not having fourteen days' work in it at the time of cavilling must have another place cavilled with it so far as practicable. Any place started on shift-work during the cavil shall go into the next cavil at schedule rates. The faces of all places shall be left in working-order. Any places rendered vacant by men double-shifting may be manned with other men during their absence. One representative of the union shall scrutinize the cavilling. In the event of any working-places being left in bad order at the end of the cavil the miners cavilled to such place shall report same to the manager or underviewer, and they, together with the check inspector, shall examine the place so complained of. If complaint be well founded they shall rate the work required to put the place in working-order, and the amount so ascertained shall be deducted from the earnings of the men responsible, and be paid by the company to the men entitled to receive same. If complaint be not sustained then the complainants shall pay costs incurred. Should a place be cavilled for and then stopped, if restarted before the cavil finishes men must return to place cavilled.

3. The manager to have the right of objecting to men of inexperience cavilling for pillars and special places.

4. *Special Work.*—Should the manager have any special work he must call for volunteers three clear days before the cavil, and must state the dimensions of the places. Should there be more volunteers than required those unsuccessful shall be cast into the general cavil, or failing volunteers the places to be cavilled for amongst all the men competent for the work or worked by shift-work at the option of the manager. The manager shall have the right to call tenders for driving any headings or dips and other work, and to work the same at lowest or any such tender, or to drive them on shift-wages. When a full face of clean coal is being

driven on any contract the same shall be driven at schedule rates. In the event of shift-wages being adopted the manager to have the right to select the men required for the work. All tenders for coal-work must be opened on the day specified by the manager in the presence of the president and secretary of the union. All tendering-work must be among the men working in or about the colliery. Special places may be started at any time by giving three clear days' notice.

5. *Double-shifting*.—Should the manager require to double-shift any place the men working the same place to choose their own mates within two days after having received notice from the manager, and should they fail to find mates in the given time the manager shall arrange them. When any portion of a double-shift party absents himself or themselves from work for more than one shift without providing a substitute approved of by the manager or underviewer the manager shall have the right to appoint a temporary substitute.

6. *Hewing-rates in 5 ft. Seam*.—Levels, 10 ft. wide, 5s. per ton for round coal, 1s. 6d. per ton for small coal (same as at present); stentons, 7 ft. wide, 5s. per ton for round coal, 1s. 6d. per ton for small coal (same as at present), and 5s. per yard yardage. Hewing-rates for places under 8 ft. wide to be arranged between the manager and the union representatives. Pillars, 5s. per ton for round coal, 1s. 6d. per ton for small coal.

Where bogies are used, 6d. per ton extra to be paid.

The proportion of round coal per box to be ascertained by dividing the quantity of round coal passed over the company's weighbridge, used for colliery purposes and for company's houses at Bush Gully, by the total number of boxes paid for. Miners to be paid on the proportion so ascertained for the previous fortnight's output.

7. Not more than three men or two men and one boy to work in one place. A "place" to mean a level and stenton.

8. If stenton be finished and place not ready the manager to start another stenton or find another place for the men so out of work.

9. *Timbering*.—All timber to be cut into required sizes and put into lye, siding, or road-end where empty boxes are got by trucker. The rate for timbering shall be as follows: Levels, 2s. 6d. per set, 6d. per prop (a "set" to mean two legs and a bar of 8 ft., or one leg and bar if one end of bar is needed); stentons, 2s. 6d. per prop and step; pillars, 6d. per prop.

If a miner is required to set timber back along his road he shall be paid shift-wages.

10. *Wet Places*.—Wet places to be paid shift-wages. Six hours to constitute a shift. Should any dispute arise as to whether a place is a wet place or not such dispute shall be decided by the manager and the union representative. If they fail to agree they shall appoint an umpire, whose decision shall be final.

11. *Miners taken from the Face.*—When men leave or are taken from the face their turn ceases. If a miner be taken from the coal by the manager or underviewer to do any kind of odd work he shall be paid at the rate of 11s. per shift.

12. *Overtime.*—When the hours of work exceed eight the miner or workman shall be paid time and a quarter for such overtime and time and a half for Sundays and holidays. No pieceworker to be compelled to work overtime unless to finish a pillar or do some work necessary to keep the place in good order.

13. *Truckers.*—All truckers over eighteen shall be paid not less than 8s. per shift, and over nineteen 9s. per shift. A special wage less than the above may be arranged between the manager and the representative of the union. The word “trucker” to mean any trucker, horse-driver, jig-man, or hanger-on at jigs.

14. The company to truck coal from all jigs. Any miner having to truck coal more than 66 yards from his working-face shall be paid 1d. per box extra for the next 33 yards or part thereof, and 2d. per box for the next 33 yards or part thereof, and any further distance *pro rata*.

15. During periods of slackness caused by insufficient trade the manager shall not employ any more miners until such time as the mine is working five days in the week. In the event of extra work to be done when the mine is idle all such work shall be equally divided amongst the miners at the discretion of the manager.

16. *Deficient Places.*—In the event of a deficient place the manager and the union representative to make arrangements as to hewing rates and conditions.

17. *Check-weighers.*—Miners who have legally balloted in as check-weighers, and who after having served a term or terms get balloted out, shall be eligible for the following cavil, provided such check-weighers shall have been in the company's employ at the time of the election. The company to deduct check-weight money from the wages of each miner if authorized by such miner to do so, subject to the provisions of the Wages Protection and Contractors' Liens Act, 1908. All unclaimed boxes without tokens to go to the check-weight funds.

18. *Sharpening Tools.*—The company to sharpen all miners' tools. All picks to be properly drawn out and sharpened. A short set of rails not more than 6 ft. in length shall be provided by the company for each set of men.

19. *Tamping.*—The company shall provide tamping and place it convenient for truckers to take to face.

20. *Boxes.*—The turn of boxes to be equally distributed throughout the mine, provided that the miner can fill his turn. The company to provide all tokens and strings.

21. Tools buried or broken through no fault of the miner by falls shall be replaced or repaired by the company, provided that miners have removed them at least 21 ft. back from the face before leaving work. Company to find tools for shift-men.

22. *Extra Work*.—Miners putting up scaffolds to be paid at the rate of three hours and have timber supplied. Miners making a tip-up or brushing pavement and laying rails shall be paid shift-wages. Company to lift all rails required to be lifted.

23. *Shift-work*.—Any shift-man or miner on shift-wages performing any class of work he may be required to do in or about the mine, if requested by the manager or deputy, shall move from one place to another where required. If he shall be removed from work for which a higher payment is provided by this agreement than for the work to which he is removed he shall nevertheless be paid the wage he was receiving for the work from which he is removed. If the work to which he is removed is paid for at a higher wage than that from which he is removed he shall be paid the wage provided for the work to which he is removed.

24. *Shift-wages*.—Shift-wages shall be 11s. per shift.

25. *Ammunition*.—If the price of ammunition to the miner is raised a corresponding increase shall be made in the tonnage rates.

26. *New Employees*.—In all cases where the company is starting new hands during the term of this agreement the manager shall acquaint such new employees with the fact that the employers and the workers of the Bush Gully Mine are working under an industrial agreement, and that such workers being new employees of the company are expected to join the union, as this agreement is made with the union and not with individuals, as long as the rules of the union shall permit any worker of good character coming within the scope of this award to become a member upon payment of an entrance fee not exceeding 2s. 6d. and a weekly contribution of not more than 6d. When the company is reducing hands, should there be unionists and non-unionists working for the company, other conditions being equal, unionists shall have the preference of employment.

Truckers who are eligible under the Coal-miners' Regulations, 1914, shall have the preference, wherever practicable, before outsiders if men are wanted to go on the coal. Not more than two truckers shall have the right to go into the quarterly cavel.

27. Anything not provided for herein or any disputes arising under this agreement to be settled between the manager and a representative of the union, and should they fail to agree the matter to be referred to the Conciliation Commissioner for the Canterbury Industrial District, his decision to be final.

28. Payment of wages to be made fortnightly, and pay-tickets giving details to be supplied to each man.

29. Representatives of the union to be granted reasonable leave of absence to attend to the business of the union. Due notice to be given in advance to the manager. Representatives of the union to be allowed to visit the scene of any accident or any place over which a complaint has been made.

30. *House-coal*.—Miners to get their house-coal at hewing-rates.

31. *Holidays*.—The following days shall be observed as holi-

days: Christmas Day, Boxing Day, 1st and 2nd January, King's Birthday, Good Friday, Easter Monday, Labour Day, and Hororata Race Day. Should any of the above fall on a Sunday the day following to be observed as a holiday.

32. This agreement shall take effect from the 13th March, 1916, and shall remain in force until the 31st December, 1917, and shall also hold good after that date until superseded by a fresh agreement or a renewal of this. Either party to this agreement to give notice of any proposed alterations to be embodied in a new agreement at least three months before the date of expiry of this present one.

Signed on behalf of the employers—

[SEAL.]

JAMES DEANS, }  
JOHN DEANS, } Directors.

Witness—T. W. Reese, Secretary, Christchurch.

Signed on behalf of the union—

[SEAL.]

JOHN C. C. CAMPBELL, President.  
JOHN HANNAH, Secretary.

Witness—G. A. Gill, Postmaster, Coalgate.