
OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

(4285.) GREEN ISLAND COAL-MINERS.—AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, this 11th day of April, 1916, between the Green Island Coal-miners' Industrial Union of Workers (hereinafter called "the union") of the one part; and Christie Bros., of Nos. 1 and 2 Mines, Fairfield; the East Taieri Coal Company, of Abbotsford; James Gray (Fernhill Coal Company), of Green Island; the Jubilee Coal Company (Limited), of Green Island; and John Loudon, of 11 Bond Street, Dunedin

(hereinafter called "the employers"), of the other part; whereby the parties hereby agree that the rates and conditions of work for the Green Island and Saddle Hill Collieries, being the collieries which now are or may at any time during the continuance of this agreement be worked by "the employers" in the Green Island and Saddle Hill districts, be as set forth in the schedule hereto during the term set forth in clause 30 of the said schedule.

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SCHEDULE.

Balloting.

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

(a.) All headings, levels, pillars, head-coal, and robbing-work may (at the option of the mine-manager) be balloted for specially.

(b.) Not less than 75 per cent. of miners who have had two or more years' experience in the coal to ballot for special places.

(c.) Miners with less than two years' experience in mines may be exempted from special ballot.

(d.) The names of those thrown out of special ballot to be put into general ballot.

(e.) 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.

(f.) Miners drawing blanks in any ballots shall be eligible for first place or places to start or which may be vacant.

(g.) Any miner or miners whose place is finished shall at once enter his or their names in a book (hereinafter called "the ballot-book"), which shall be kept at the employer's office for that purpose. Any miner failing to enter his name in the ballot-book shall not be eligible for any place that may be balloted for.

(h.) The mine-manager may withdraw a miner if during the three months he may think it necessary for the safety of the place or the miner.

(i.) Dips shall not be included in the ballot, and may (at the option of the mine-manager) be worked on shift or on contract.

(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.) Should a place be stopped or restarted during the term of the cavil, the person who balloted said place shall return and work same.

Shift-hours.

2. The hours of work shall be in accordance with the provision of the Coal-mines Act, 1908, but the parties to this award may agree as to the actual working-hours for all workers.

Shift-wages.

3. Shift-wages shall not be less than 11s. per shift.

Boxes.

4. (a.) Boxes shall be of the sizes now in use in each mine, and shall be filled with coal up to the level of the sides of the box, and in the centre, if small coal, to the height of 6 in. above the level of the box, and if round coal up to the height of 9 in. in the centre above the level of the box. Boxes shall be deemed to be properly filled if they are filled according to the above rule at the time they leave the working-face.

(b.) Boxes shall be equally distributed throughout the mine, provided the miner can fill his turn.

Piecework Rates.

5. The following rates shall be paid: Round coal, 1s. 2d. per box; small coal (1½ in. riddle), 10d. per box; small coal (1 in. riddle), 8½d. per box; unscreened coal, 7½d. per box; dross, 4d. per box.

If the quantity of round coal comes under three boxes per man per day, the rate for small coal (1 in. riddle) shall be increased to 9d. per box.

In respect of the East Taieri Coal Company the following piecework rates shall be paid: Household coal (round and small mixed), at the rate of 4s. 1d. per ton of three boxes; screened engine-coal, 2s. 10d. per ton of three boxes; dross, 5½d. per box.

Bords.—The width of bords in the various mines shall be as established hitherto by custom. If an alteration takes place in any mine in the mode of working bords bringing the width down to 9 ft., then a yardage rate in such mine of 2s. 6d. is to be paid.

Wherever the word "ton" is used in this award it shall mean four boxes of the sizes and filled in the manner stated in clause 4 of this award, except in that in the case of the East Taieri Coal Company a "ton" quoted shall mean three such boxes.

Pillars.—When brought back bodily with two open ends the price to be 1d. per box (4d. per ton) less than the above rates. When worked in strips not less than 5 ft. wide, the price to be ½d. per box (2d. per ton) less than solid rates. When the strips are less than 5 ft. wide, solid or bord rates shall be paid.

Head-coal to be worked along with pillar-coal where practicable.

For narrow places yardage at the following rates, in addition to the tonnage rates, shall be paid: Headings, 6 ft. to 7 ft., 4s. per yard. Levels, 6 ft. and over, 3s. per yard. Stentons, 6 ft. or over, 2s. 6d. per yard when driven through from bord to bord and the distance not greater than 8 yards; should the distance be greater or the stentons not find a full opening, heading prices to be paid. Crosscut headings, 4s. 6d. per yard. Crosscut stentons, 3s. per yard, with provision for openings as ordinary stentons.

Trucking of Coal.

6. The miner shall fill all coal and truck the same for a distance of not more than 4 chains from the face at tonnage rates,

and for trucking coal beyond that distance he shall be paid 1d. per box for every chain or part of a chain beyond such distance.

Deficient Places.

7. Miners working in deficient places shall be paid shift-wages. A "deficient place" to mean a hard place driven through faults, faulty coal, soft coal, and extremely hard places. When a miner considers his place to be deficient through any cause whatever the manager may agree with the miner as to the allowance (if any) to be paid. In the event of the manager and miner failing to agree then the president and secretary, or any two persons appointed by the committee of the union, shall be asked by either party to settle the case. In the event of their failing to do so the miner shall be paid shift-wages for the time worked during the investigation of the complaint. The manager shall then be at liberty to remove the miner and give him another place. The manager shall then have liberty to work the alleged deficient place so long as he shall deem necessary while such place is claimed to be deficient, provided that any miner employed in such place after another miner has been removed therefrom shall be paid not less than shift-wages.

Wet Places.

8. (a.) Miners working in wet places shall be paid shift-wages for six-hour shifts.

(b.) A "wet place" shall mean one where the miners are standing in water or water is dripping on them to an inconvenient extent. The mine-manager may protect the men from getting wet by erecting sheets of iron, and on that being done the place shall cease to be a wet place.

Timbering.

9. Miners to set props in their own places within 12 ft. from the working-face. Timber sets in workmen's places within 12 ft. from working-face to be put in by company, or when put in by pieceworkers shall be paid for at the rate of 2s. 6d. per set. The price herein mentioned is for bars not exceeding 8 ft. in length, and legs up to 7 ft. in length. The company shall cut all timber to the length required by the miners, and deliver the same to the miners.

Truckers.

10. (a.) Truckers working underground and engaged by the employer shall be paid as follows: Fourteen years of age, 4s. per shift; fifteen years of age, 5s. per shift; sixteen years of age, 6s. 6d. per shift; seventeen years of age, 7s. per shift; eighteen years of age, 8s. per shift; nineteen years of age, 9s. per shift.

(b.) "Truckers" shall include truckers, horse-drivers, rope-attendants, and labourers.

(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 workers' union: in the event of no agreement being arrived at by them, then by the Conciliation Commissioner of the industrial district or by a Stipendiary Magistrate, whose decision shall be final.

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

(e.) In the event of a vacancy or vacancies occurring in the coal, truckers over the age of eighteen years, and who have been trucking for a period of two years or more, may, with the consent of the manager, ballot for said vacancy or vacancies: Provided always that in the event of a trucker so balloting the manager shall have the right to call on him to act in the capacity of trucker at trucker's wages for the term of one year. This proviso shall not apply when the trucker has been getting coal for a period of two years or more.

Miner taken from Face.

11. Any miner taken away from the face to do any work, either inside or outside the mine, to be paid shift-wages. All persons, except pieceworkers, employed in the night or third shift to be paid 6d. per shift extra. Shift-wages shall be paid to miners when brushing headings, levels, dips, and stentons.

Overtime.

12. All persons employed on shift to be paid for overtime as follows: Not less than time and a quarter for work done during the week, and time and a half for Sundays and holidays.

Holidays.

13. The following shall be recognized holidays: 1st and 2nd January, Good Friday, Easter Monday, annual picnic day, Labour Day, King's Birthday, Prince of Wales's Birthday, Christmas Day, Boxing Day, and a half-holiday each Saturday in the week. The week shall be deemed to run from Thursday to Wednesday, both inclusive. If there shall have been in each week (as so defined) a full holiday, then the provision for the Saturday half-holiday shall not apply to that week: Provided that the union agrees to work a full day on the Saturday previous to Good Friday, then Easter Saturday shall be a holiday.

Rights of Mine-manager.

14. The mine-manager to have the right to take any man employed in or working about the mine, or any works connected or used therewith, in any capacity, and put him on any work that such mine-manager considers necessary or proper in or about the mine or any works connected or used therewith.

Rights of Workers.

15. A representative of the union to be granted leave of absence to attend the business of delegate meetings, due notice to be given to the manager. Miners' representatives to be permitted to visit the scene of any serious accident with the manager or his deputed officer. The said representatives to be notified of such accident as soon as possible. The names of the representatives to be lodged with the mine-manager.

Machine-work.

16. The company shall have the undisputed right to work any part or whole of the mine by machinery, either by contract or by day-wages, on giving fourteen days' notice to each individual collier employed in those places where machinery is to be introduced.

Absence from Work.

17. 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, submanager, or deputy, except through sickness or accident, or other satisfactory reasons.

Workmen's Tools.

18. Tools shall be sharpened by the employer, and, if convenient to the employer, shall be returned at the lay-by.

General Provisions.

19. Wages shall be paid every alternate Friday at the mine. A duplicate pay-ticket shall be supplied to each member.

20. Coal shall not be worked on shift-wages where piece rates have been fixed, but this shall not prevent the overseer and lads employed on trucking from being allowed to work in their spare time hewing coal or doing other work.

21. All coal filled in any man's place to be paid for at three-quarter rates.

22. In the case of any working-place left in bad working-order at any time, the one cavilled to such place shall report same to the manager or underviewer, and they, together with the scrutineers, shall examine the place so complained of; and if the complaint is well grounded they shall value the work required to put the place in reasonable working-order, and the amount so ascertained shall be deducted from the earnings of the men responsible, and be paid the men entitled to receive same. If the complaint be not sustained then the complainant shall pay the cost incurred.

23. All dross and other accumulations shall be cleared away by the employer prior to any miner starting in his place.

Under-rate Workers:

24. (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 such 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 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 him by the secretary of the union requiring him to have his wages again fixed in manner prescribed by this award: Provided that in the case of any worker whose wage is so fixed by reason of old age or permanent disability it shall 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 of the union upon such wages without having the same so fixed.

(d.) It shall be the duty of the union to give notice to the Inspector of Awards every time of an 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.

Preference.

25. If and so long as the rules of the union shall permit any person of good character and sober habits who is or has been working at any of the work coming within the scope of this award to become a member of the union upon payment of an entrance fee not exceeding 5s., upon his written application, without ballot or other election, and so to continue upon payment of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, the employer shall employ members of the union in preference to non-members, provided there are members of the union available equally competent with non-members to perform the particular work required to be done, and ready and willing to undertake it.

Matters not provided for.

26. Anything not provided for herein is to be arranged between the mine-manager and the local committee of the union; and in case they cannot come to agreement the matter is to be referred to the Conciliation Commissioner of the industrial district or a Stipendiary Magistrate, and his decision shall be final.

Strikes.

27. (a.) The union shall do all in its power to prevent any strike by any of the workers affected by this award; and if any strike shall occur in which any members of the union shall take part, such strike shall be *prima facie* evidence that the union has committed a breach of its duty hereunder.

(b.) If any strike by any of the workers affected by this award shall occur, then the operation of all the provisions contained in the foregoing clauses of this award shall be suspended, and in lieu thereof the following provisions shall come into force, and shall remain in force until the further order of this Court—that is to say, the hours of work, wages, and other conditions of work for all workers coming within the scope of this award shall be fixed by agreement between each employer and the individual workers employed by him.

(c.) The Court reserves leave to any party bound by this award to apply to this Court for an order under this clause declaring that a strike has taken place, or bringing into force again after a strike has taken place the provisions contained in the foregoing clauses of this award.

Scope of Agreement.

28. This agreement shall apply only to the parties named herein.

No Reduction of Wages.

29. Those workers who, on the 15th April, 1916, were receiving higher rates of pay than the rates specified in this agreement shall not have such rates reduced.

Term of Agreement.

30. This agreement shall come into force as from the 15th April, 1916, and shall continue in force for twelve months.

In witness whereof this agreement has been executed by or on behalf of the parties hereto this 11th day of April, 1916.

FOR CHRISTIE BROS. NO. 1 AND NO. 2 MINES :

W. H. L. CHRISTIE, General Manager.

Signed by Christie Bros. in the presence of—W. J. Halsey, Mine Deputy, Fairfield.

THE EAST TAIERI COAL COMPANY :

A. G. ROGERS, General Manager.

Signed by the East Taieri Coal Company in the presence of—John Williamson, Ranger and Sanitary Inspector, Taieri County Council, Mosgiel.

FREEMAN'S COAL COMPANY :

RICHARD GREEN, Manager.

Signed by Freeman's Coal Company in the presence of—Arthur W. Whittleston, Mine-manager, Abbotsford.

JAS. GRAY.

Signed by James Gray in the presence of—R. Green, Company-manager, Abbotsford.

THE JUBILEE COAL COMPANY (LIMITED):

A. P. BREMNER, Managing Director.

Executed by the Jubilee Coal Company (Limited) in the presence of—Jas. Christie, Mine-manager, Fairfield.

LOUDON'S COAL COMPANY (LIMITED):

J. LOUDON, Managing Director.

Signed by J. Loudon in the presence of—Alex. C. Owen, Assistant Engineer, Anderson's Bay.

On behalf of the Green Island Coal-miners' Industrial Union of Workers—

PATRICK RILEY, President.

WILLIAM HOLLOWS, Secretary.

ARTHUR WOLHEYNEYS, miner.

[SEAL.]

Executed by the Green Island Coal-miners' Industrial Union of Workers in the presence of—R. Green.