

**(4312.) KAITANGATA COAL-MINERS.—AGREEMENT RE NEW  
ZEALAND COAL AND OIL COMPANY (LIMITED).**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, this 19th day of May, 1916, between the New Zealand Coal and Oil Company (Limited) and Kaitangata Coal-miners' Industrial Union of Workers.

**SCHEDULE.**

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

(a.) In case of there being more men in any ballot than there are places those men who are not members of the union shall stand down for the next ballot, and the question of which then shall get any place available shall be decided amongst themselves by lot.

(b.) Headings, main levels, pillars, and robbing-work to be balloted for specially.

(c.) Not less than 75 per cent. of the miners to ballot for special places.

(d.) Workmen with less than two years' experience in mines may be exempted from special ballot. The management shall have the right to prevent any incompetent or unsuitable men from being included in any ballot.

(e.) The names of those thrown out of special ballot shall be put into general ballot.

(f.) In cases of blanks in the general ballot those drawing them shall ballot for the first place or places to start or which may be vacant.

(g.) 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.

(h.) When a man has finished his place he shall enter his name in a ballot-book kept at the mine, and he shall have the first chance, subject to subclause (f), of any place becoming vacant. If two or more men are finished during the same shift they shall then ballot for any place or places then vacant. No place to be balloted for until the place is ready.

(i.) The mine-manager may withdraw a man if during the three months he considers it necessary for the safety of the place or man, or for incompetence, and replace him by a more competent workman.

(j.) Dips to be exempt from the ballot. They may be worked either by contract or by shift-wages (12s. per shift) at the discretion of the manager. No contracts to be at a rate lower than level-yardage rates. Dip headings to be paid not less than heading rates. All tenders may be seen by union committee if the committee so desire.

(k.) If through any cause whatever a miner cannot get into his place for three days he shall then get a fresh cavig until his own place is ready to start.

*Method of Work.*

2. The company shall have the right to work any part of the mine on tonnage rates.

*Shift-hours.*

3. Working-hours to be in accordance with the Coal-mines Act, 1908, provided that the parties to this award may make mutual arrangements with regard to the working-hours for all workers.

*Shift-wages.*

4. (a.) Shift-wages shall, for first-class shift-men, be not less than 12s. per shift, and not less than 11s. for all others.

(b.) "First-class shift-men" shall mean men that are capable of doing timbering and any responsible work to the satisfaction of the management.

(c.) Truckers and inexperienced men working with shift-men to be paid truckers' rates.

(d.) Shift-men employed on night shift shall be paid 6d. per shift extra.

(e.) For men affected by damp or fumes at a fire six hours shall be a shift, and time and a quarter shall be paid for all time worked in excess of six hours.

(f.) One shift-man shall have the right, if he so desires, to be included in the ballot every quarterly cavil on condition that he may be recalled at the end of the said quarter.

(g.) The shift-man who has been longest in the continuous employment of the company to have preference.

*Boxes.*

5. The word "box" where used herein means a box of the size now used in the mine, filled with coal up to the level of the sides of the box, and in the centre to a height of 6 in. above the level of the box when it leaves the face.

*Piecework Rates.*

6. (a.) Coal shall be filled with a shovel, and shall be paid for at the following rates:—

(b.) Headings: Headings shall be paid for at the rate of 9d. per box and 7s. per yard when worked by one shift, and 9d. per box and 8s. per yard when worked by two shifts, and 9d. per box and 9s. per yard when worked by three shifts.

(c.) A "heading" is a place driven on the "end" of the coal where bords are broken off.

(d.) Levels: Levels not less than 6 ft. wide shall be paid for at the rate of 9d. per box and 5s. per yard when worked by one shift, and 9d. per box and 6s. per yard when worked by two shifts, and 9d. per box and 7s. per yard when worked by three shifts.

(e.) A "level" is a place driven on the plane of the coal.

(f.) Stentons: Stentons not less than 7 ft. wide shall be paid for at the rate of 9d. per box and 6s. per yard for 24 ft. in length; above 24 ft. in length heading rates shall be paid for any distance driven over and above 24 ft. if no rails are laid.

(g.) A "stenton" is a place driven between two places. When a stenton is over 50 ft. heading rates to be paid for any distance exceeding 50 ft.

(h.) Pillars: Pillars shall be paid for at the rate of 9d. per box, but in the event of a strip being less than 6 ft. wide shift-wages shall be paid.

(i.) Breaking away bords shall be paid level yardage rates in addition to tonnage rates until such time as bord width is obtained.

(j.) Crosscuts: Crosscut headings shall be paid for at heading rates.

(k.) Head coal: Head coal to be classed as pillars and to be worked out as required at the tonnage rates paid for pillars.

(l.) Brushing headings: Shift-wages shall be paid when brushing headings.

(m.) Bords driven to the rise where a wheel is required shall be paid 3d. per ton extra. Bords driven half on end to be paid half yardage rates in addition to tonnage rates. Cutting through or into pillars to be paid for at stenton rates. In cases where the ends of pillars are blocked by a fall of stone and are inconvenient or dangerous to work in the ordinary course stenton rates shall be paid for opening up again.

No pieceworker shall work on idle days except in cases where it is agreed on between the manager and the committee of the union, and in such cases the men engaged may work twelve shifts each fortnight.

(n.) Bords shall be 14 ft. wide, but may be worked 12 ft. wide when the roof is bad.

(o.) Bords brushing or driving shall be worked with one man each shift at 9d. per box, and when it is necessary to work two men in one bord on the same shift 10d. per box shall be paid.

#### *Company to truck Coal.*

7. The company shall truck the coal from the face. The miners shall take the empty box from the tip to the face, the distance from the tip to the face not to exceed 60 ft. The company to make the tips.

#### *Boxes.*

8. Boxes to be fairly distributed throughout the mine. In the event of miners not getting sufficient boxes to earn the minimum daily wage the company shall withdraw a sufficient number of the miners from the particular section until the miners remaining in the section can earn at least the minimum wage.

*Deficient Places.*

9. Miners working in deficient places shall be paid shift-wages. A "deficient place" to mean a place driven through faults, faulty coal, soft coal, or extra-hard places. When a miner considers his place to be deficient through any cause whatever he must notify the manager. The manager may agree with the president and secretary or any two persons appointed by the committee of the union as to the allowance, if any, to be made. In the event of their failing to do so the miner shall be paid shift-wages for the time worked during the investigation, and the manager shall then be at liberty to remove the miner and give him another place. The manager shall then be at liberty to work the alleged deficient place as long as he shall deem it 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.*

10. Miners working in wet places shall be paid shift-wages for six-hour shifts. A "wet place" shall mean one where the miners are standing in water or water is dripping on them to an inconvenient extent.

*Timbering.*

11. All timbering sets shall be done by the company, or when sets are put in position by pieceworkers shall be paid for at the following rate, viz.: 2s. 6d. per set up to 8 ft. in length, and an advance of 6d. per foot up to 12 ft. in length. The company shall cut all timber to the lengths required by the miners and lay it in the working-places.

*Truckers.*

12. Truckers working underground and engaged by the company to be paid as follows: Fourteen years of age, 4s. per shift; fifteen years of age, 5s. per shift; sixteen years of age, 6s. per shift; seventeen years of age, 7s. per shift; eighteen years of age, 8s. per shift; nineteen years of age, 9s. 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 10s. per day. Truckers of not less than nineteen years of age who have served five years with the company are to be paid not less than 10s. 6d. per day. The word "trucker" to include truckers, horse-drivers, rope-attendants, pit-bottomers, and winchmen.

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

(b.) 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 may, with the consent of the management, ballot for the said vacancy or vacancies. One trucker shall be included in the ballot at every quarterly cail,

provided he can get a practical miner as a mate; those who have been trucking in the employ of the company for the longest continuous period to have preference.

(c.) Truckers employed on night shift shall receive 6d. per shift extra.

(d.) Day men or lads to be allowed to do repairing in their spare time.

(e.) A list of truckers who desire to work on idle days shall be kept at the office at the mine, and such work shall be shared equally amongst those who are capable of doing the work required. This is to apply to repairing and any necessary work.

#### *Miners taken from Face.*

13. Any miner taken from the face to do any work either inside or outside the mine to be paid shift-wages, 11s. Shift-men on the night shift or third shift to be paid 6d. per shift extra.

14. In the event of a shortage of truckers the management may arrange with a miner to truck his own coal.

15. No more than two workmen to be employed in one place on the same shift unless special arrangements have been made with regard to price between the mine-manager and the committee of the union.

#### *Engine-drivers and Firemen.*

16. Engine-drivers who are required to hold a first-class certificate shall be paid not less than 10s. per shift, and those who are required to hold a second-class certificate not less than 9s. per shift. Firemen shall be paid not less than 9s. per shift. Top-men wages to be not less than 9s. per shift of eight hours, exclusive of meal-times.

#### *Overtime.*

17. All workers employed on shift shall be paid for overtime as follows: Not less than time and a quarter for work done on weekdays, and time and a half for work done on Sundays and holidays. Overtime shall not be worked on piece rates.

#### *Holidays.*

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

#### *Pay Saturday.*

19. When the mine is worked on two shifts the back shift to be idle every Saturday. When worked on one shift the Saturday after pay-day to be a full holiday: Provided that, if the mine be stopped for more than one shift in any week through want of trucks or any accident, the miners may work the day shift on the Saturday after pay-day.

*Rights of Workmen.*

20. 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 mine-manager or his deputy officer. The said representatives to be notified of such accident as soon as practicable. The names of the representatives to be lodged with the mine-manager.

*Absence from Work.*

21. Having regard to the working-hours for the time being existing no miner or any employee shall absent himself from work during his proper working-hours while the mine is at work without the sanction of the mine-manager, a submanager, or a deputy, except through sickness or accident.

*Workmen's Tools.*

22. Workmen's tools, &c., to be sharpened free of cost.

*Under-rate Workers.*

23. (a.) Any worker who considers himself incapable of earning the minimum wage may be paid such lower wage as may from time to time be fixed, on the application of the worker after twenty-four hours' notice to the union, by the Stipendiary Magistrate sitting in the district; and such Magistrate in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Magistrate may think fit to consider after hearing such evidence and argument as the union and the worker shall offer, and upon granting such permit the Magistrate shall forward notice thereof to the Inspector of Awards.

(b.) Whenever occasion arises for so fixing a worker's wage it shall be fixed for such period, not exceeding six months, as such Magistrate shall determine, and after the expiration of the said period 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 Magistrate shall think fit.

(c.) It shall, notwithstanding the foregoing, be competent for a worker to agree with the committee of the union upon such wage without having the same so fixed.

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

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

*Preference.*

24. In all cases where the company is starting new hands during the term of this award it shall be the duty of the company to inform any such worker that the work is being carried on under an award of the Court of Arbitration, and that such worker is required to become a member of the union, subject, however, to the condition that the rules of the union are such as to permit any worker of sober habits and good character to become a member of the union, without ballot or other election, upon payment of an entrance fee not exceeding 5s., and that subsequent contributions, whether weekly or not, shall not exceed an amount equal to 6d. per week.

This award shall not apply to the officials of the company, including deputies' underviewers.

*Matters not provided for.*

25. 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 arrangement the matter shall be referred to the Stipendiary Magistrate sitting in the district, whose decision shall be final.

26. When the next shift is to be idle the horn shall be blown as follows: Kaitangata No. 2 Mine, day shift, 7 p.m.; Kaitangata No. 1 Mine, afternoon shift, 10 a.m. or 1 p.m.; Kaitangata No. 1 Mine, day shift, 8 p.m.; Kaitangata No. 2 Mine, afternoon shift, 10.30 a.m. or 1.30 p.m.; Castle Hill Mine, day shift, 8.30 p.m.

27. A war bonus of 10 per cent. to be paid to all employees.

28. The price of coal and explosives supplied to the employees not to be raised above that at present charged.

*Term of Award.*

29. The award to be for a term of one year from the 28th May, 1916.

In witness whereof the parties have executed these presents this 19th day of May, 1916.

The common seal of the New Zealand Coal and Oil Company (Limited) was hereto affixed in the presence of—

[SEAL.]

R. A. ANDERSON, Director.

J. MACGREGOR, Director.

Witness—Robert Lee, Manager.

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

[SEAL.]

ROBERT PENMAN, President.

W. M. BRAIDWOOD, Secretary.

Witness—J. W. Fenton.