

(8495.) SHAG POINT COAL-MINES.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 3rd day of December, 1925, between the Shag Point Coal-mining Company (Limited) (hereinafter referred to as “the employer”) of the one part, and the Shag Point Coal-mine Workers’ Industrial Union of Workers (hereinafter referred to as “the union”) of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say :—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required

to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

AGREEMENT, made the 3rd day of December, 1925, between the Shag Point Coal-mining Company (Limited), whose registered office is at Dunedin (hereinafter called "the company") of the one part, and the Shag Point Coal-mine Workers' Industrial Union of Workers (hereinafter called "the union") of the other part, hereby witnesseth :—

1. That, as between the company of the one part and the union and each and every member thereof of the other part, the terms, conditions, and provisions in the schedule hereto shall be deemed to be and they are hereby incorporated in and declared to form part of this agreement, and shall be binding upon the company of the one part and upon the union and upon each and every member thereof of the other part ; and, further, that the company of the one part and the union and each and every member thereof of the other part shall respectively do, observe, and perform every matter and thing by this 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 agreement or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same.

2. It is agreed as between the company and the union and each and every member thereof that this agreement be registered as an agreement under the Industrial Conciliation and Arbitration Act, and that each party shall carry this out at as early a date as possible.

3. That this agreement shall come into force as from the 9th day of November, 1925, and shall continue in force for a term of fifteen calendar months as from the 1st day of January, 1926, and thereafter as provided in section (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

4. This agreement is entered into under the understanding that the box defined herein shall be in use when these rates become applicable. In the event of these boxes not being available when mining operations are resumed, it shall be understood that no hewing-rate which is quoted in this agreement as being greater than rates at present being paid shall on any account be paid until the installation for use of the box defined herein ; further, upon assembly of the box defined herein same shall be measured strictly in accordance with the manner and description contained in clause 24 of this agreement. In the event of such measurement disclosing any discrepancy between the dimensions defined in clause 24 hereof and actual measurements taken, then the hewing-rates shall be proportionally decreased if a smaller measurement is found to exist ; or, on the other hand, they

shall be proportionally increased if the measurements taken are found to be greater than defined in clause 24 hereof. This readjustment shall in no way affect any portion of this agreement excepting the rates contained in subclause (d) of clause 24. These measurements and readjustments, if same are necessary, shall be carried out by the manager in company with the president and secretary of the miners' union.

5. We, the undersigned, agree to the provisions contained in this industrial agreement, and do hereby undertake to affix the seal of the Miners' Union hereto immediately same is in our possession; the registration of the union under the Industrial Conciliation and Arbitration Act, 1908, will be urged forward to a completion. It shall be understood that until such times that the above affixing of the union seal has been carried out each and every person resuming his employment under the Shag Point Coal-mining Company (Limited) shall affix his signature to these provisions as proof of his acceptance of same in total.

#### SCHEDULE OF TERMS, CONDITIONS, AND PROVISIONS.

Referred to in Agreement dated the 3rd Day of December, 1925, between the Shag Point Coal-mining Company (Limited), whose Registered Office is at Dunedin, and the Shag Point Coal-mine Workers' Industrial Union of Workers, of Shag Point, in the Provincial District of Otago, New Zealand.

#### *Hours of Work.*

1. (a.) The hours of work shall be—for underground workers, eight hours bank to bank; and for surface workers, eight hours exclusive of meal-time.

(b.) Every alternate Saturday shall be an idle day.

(c.) All work done on pay Saturday shall be paid for at ordinary rate only.

(d.) Every underground worker shall work full time at the face of other working-place—time allowed for travelling, and one meal-time only of thirty minutes excepted. Time allowed for travelling shall be calculated for the measured distance at a walking-speed of two and a half miles per hour. Any worker disregarding the provisions of this clause shall be subject to instant dismissal.

#### *Cavilling.*

2. (a.) All places which the management desires to be worked by hand labour at tonnage rates shall be cavilled for every three months. Places shall be classified by the manager as "ordinary" and "special" places, and must be marked as such before the cavil is drawn. Two scrutineers appointed by the union shall see that the places are marked, and shall watch the drawing of the cavil.

(b.) The management shall have the absolute right to object to any men being drawn for special places.

(c.) Dips shall not be included in the cavil, but may be worked on shift wages or on contract, at the option of the manager.

(d.) The mine-manager shall have the right to withdraw a man from any place and replace him by another man during the period of a cavil if it is necessary to do so for considerations of safety or for the proper working of the place.

(e.) Any person cavilling a place which has been left in bad order at the end of the cavil shall, upon reporting same to the manager, have a claim against the miner previously working the place. The amount, if complaint is proven, shall be valued by the manager or underviewer together with the workmen's inspector.

#### *Regulation of Turn.*

3. The turn of boxes shall be distributed as evenly as possible.

#### *Timbering by Miners.*

4. Miners shall securely timber their working-places, and shall maintain all timber for a length of 12 ft. back from the face.

Miners shall set props without payment. Sets shall be paid for at the following rates: Up to 6 ft. wide, 2s. 6d. per set; and for every additional foot length, 6d. extra.

5. All rails except 6 ft. rails shall be laid by the company; 6 ft. rails shall be laid by the miner: Providing that when brushing of the pavement is necessary the company shall carry out such brushing or pay the miner for so doing, as provided for in clause 22; always providing the miner has been ordered by the underviewer to carry out such work.

#### *Wet Places.*

6. (a.) A "wet place" shall mean a place in which a workman has to stand in more than 3 in. of water, or where, within three hours of starting work, his clothes are wet by water dripping from the roof.

(b.) Men in wet places shall work five and a half hours at the face, and where such places are being worked at piece rates a payment of two hours shift-work shall be made by the company. This allowance shall not be made unless arrangements for working the place as a wet place have previously been made between the management and the miner, before his leaving his working-place.

#### *Absent from Work.*

7. Any employee absenting himself from work without permission, or except in case of sickness or accident, shall be deemed to have left his employment.

*Holidays.*

8. The following shall be classed as holidays: From 24th December to 2nd January, both days inclusive; Good Friday; Easter Monday; Miners' picnic day; Sovereign's Birthday; and Labour Day. Men employed at any work regularly done on Sundays shall be paid at the rate of time and a half, and in other cases double time. Men employed on the 25th and 26th December or on the 1st or 2nd January shall be paid double time, but men employed from 27th to 31st December, both inclusive, shall be paid only ordinary rates. All work done on other holidays specified in this award shall be paid for at the rate of double time.

*Overtime.*

9. Overtime shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

*Disputes Committees.*

10. (a.) Any disputes concerning any matter not specifically dealt with in this award and which cannot be settled by the executive of the union and the management shall be immediately referred to the District Disputes Committee.

(b.) The Disputes Committee shall consist of one representative appointed by each side and the local Magistrate. A majority decision of the committee shall be final and binding on all parties.

(c.) Work shall continue in all respects pending the decision of the dispute as before the dispute arose.

*Tool-sharpening.*

11. All workmen's tools, excepting axe-grinding, shall be sharpened by the company free of charge.

*Supply of Explosives.*

12. Explosives shall be supplied to miners at cost price.

*Shiftmen's Tools.*

13. (a.) The company shall provide free all tools for shiftmen, and each man shall be responsible for tools supplied to him. This shall in no way apply to day wage and coal-hewers.

(b.) Before leaving work the miner shall place his tools in a safe place. Unless this is done the company will not be responsible for tools lost through falls.

*Preference.*

14. 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 continue upon payment of subsequent contributions, whether payable weekly or not, not exceeding 9d. per week, the company shall employ members of the union in preference to non-members, providing there are members of the union available equally competent with non-members as to perform the particular work required to be done and ready and willing to undertake it. This clause shall not apply to officials of the company, including underwriters, deputies, shot-firers, pumpmen, engine-drivers, firemen, fan-attendants, banksmen, and railway hands.

*Under-rate Workers.*

15. If any worker is unable from any cause to earn the minimum wage provided in this award for any class of work in which he is seeking employment, such workers may be employed at such lesser wage as may be agreed upon in writing by the president of the union and the mine-manager. The term "worker" in this clause shall mean a man or a youth, as may be applicable.

*Right to Contract.*

16. The management shall have the undisputed right to let contracts for any developing-work, or other work, either underground or on the surface.

*Payment of Wages.*

17. Wages shall be paid fortnightly at the mine, on a day to be agreed upon by the management and the union.

*Minimum Wage.*

18. A miner working on tonnage rates who shall be unable through no fault of his own to earn an average of 17s. per shift for any fortnightly period shall be paid such an amount as may be necessary to bring up his earnings to that average for the period. On the other hand, if any miner whom the manager considers his inability to obtain the minimum wage is due to his inefficiency, and who demands payment of the minimum wage, will be subject to the usual dismissal.

*Grunching.*

19. The practice of blasting coal out of the solid without preliminary holding or cutting shall not be permitted, and shot-firers shall not fire any charge until a proper amount of holing and cutting has been done.

*"Go-slow."*

20. The adoption of a "go-slow" policy, or the holding of any stop-work meeting in any mine shall be a breach of this award, and workers participating in such policy shall be liable to dismissal without notice, in addition to any other penalties to which they may be liable.

*Working of Machines or Change of System of Work.*

21. The management, upon serving fourteen days' notice of its intention to do so, shall have the right to introduce machines to work the whole or part of the mine; to work the whole or part of the mine on days wages; or to change the system of working from pillar-and-stall to longwall or some modification of same, when the hewing-rates shall be subject to revision. In the event of any of the above changes being made, the men then employed hewing coal shall have preference of employment if, after a fair trial, they are found competent.

*Day-wages Men.*22. *Underground* :—

(1.) Truckers, rope-attendants, horse-drivers, pit-bottomers, and winchmen: fourteen to fifteen years of age, 6s. per shift; fifteen to sixteen years of age, 7s. 6d. per shift; sixteen to seventeen years of age, 9s. per shift; seventeen to eighteen years of age, 10s. 6d. per shift; eighteen to nineteen years of age, 12s. 3d. per shift; nineteen to twenty years of age, 14s. per shift; over 20 years of age, 16s. 3d. per shift.

(2.) Shiftmen: First class, 17s. 6d. per shift; second class, 16s. 6d. per shift.

A "first-class shiftman" shall mean one who is capable of doing timbering or any other responsible work to the satisfaction of the manager.

(3.) Miners taken from face for any other work, 17s. 6d. per shift: Providing that this subclause shall not prevent any arrangement being made between the management and a trucker going on the coal whereby such trucker shall be liable to be called from the face and put on trucking at trucker wages for a period of six months from the time the trucker is asked to purchase his own tools.

*Surface Workers*—General: fourteen to fifteen years of age, 4s. 9d. per shift; fifteen to sixteen years of age, 6s. per shift; sixteen to seventeen years of age, 7s. 6d. per shift; seventeen to eighteen years of age, 9s. per shift; eighteen to nineteen years of age, 10s. 6d. per shift; nineteen to twenty years of age, 12s. per shift; over twenty years of age, 14s. 6d. per shift.

(2.) Blacksmith: First class, 17s. 9d. per shift; second class, 16s. 9d. per shift; tool-sharpener, 15s. 10d. per shift.

(3.) Carpenters: First class, 17s. per shift; second class, 14s. 9d. per shift.

*Trucking by Miners.*

23. (a.) All trucking shall be done by the company except as hereinafter provided. Wherever possible the tip shall not be more than 60 ft. from the face, and nearer if practicable. The miner shall replace the empty on the rails at the tip-up, and take the empty from the tip to the face.

(b.) Miners shall run the face-jig, and shall be paid for so doing at the following rates: Up to 22 yards, nothing; 22 to 44 yards,  $\frac{1}{2}$ d. per box; 44 to 66 yards, 1d. per box; 66 to 88 yards,  $1\frac{1}{2}$ d. per box; 88 to 110 yards, 2d. per box; over 110 yards,  $2\frac{1}{2}$ d. per box.

(c.) In isolated places—*i.e.*, when not more than two pairs of men are employed—the miners shall do their own trucking and run the jig below. For trucking they shall be paid as follows: For the first 60 ft., nothing; and 1d. per box for every additional chain or part of a chain; and for running the jig below the rates set in subclause (b) hereof: Providing that nothing in the above shall prevent the company letting contracts for trucking.

#### *Hewing-rates.*

24. (a.) Hewing-rates shall be per box as set out hereunder, and for the purposes of this award a box shall be of the dimensions here following: Length of the box inside shall be 3 ft. 9 in., taken as the shortest distances measured between the inside of the end corrugations. Width of the box inside shall be 3 ft. 2 in., taken as the shortest distance measured between the inside of the side corrugations. Height, inside measurement, 2 ft. All boxes shall be filled at the face, level with the top at the sides, corners, and ends, and 6 in. higher at the centre.

(b.) Any person who is a party to the wilful filling of any box which is not to these requirements in full shall be warned in the first place, and if it is proven that after such warning the improper filling of the box is still persisted in he shall be instantly dismissed.

(c.) All coal shall be filled free of stone or other impurities. Any miner who wilfully persists in filling stone or brasses after being warned against so doing shall be instantly dismissed.

(d.) <i>Hewing-rates</i> :—	Solid Rates (per Box).	Pillar Rates (per Box).
	s. d.	s. d.
5 ft. 6 in. and over .. ..	1 10	1 8
5 ft. 0 in. and under 5 ft 6 in. ..	2 0	1 10
4 ft. 6 in. and under 5 ft. 0 in. ..	2 2	2 0
4 ft. 0 in. and under 4 ft. 6 in. ..	2 5	2 1
3 ft. 6 in. and under 4 ft. 0 in. ..	2 9	2 5
3 ft. 0 in. and under 3 ft. 6 in. ..	3 0	2 6

In any solid place in which the height exceeds 5 ft. 6 in. and is over 12 ft. wide the rate shall be 2s. per box; in places 12 ft. wide or less, or in pillars, the ordinary rates above mentioned shall apply.

(e.) Where pillars are extracted in lifts, 1d. per box shall be added to the above pillar rates.

(f.) *Splitting Pillars.*—The first split through a pillar shall be paid for as provided in solid-hewing rates and narrow-work allowance; any subsequent split shall be paid pillar-hewing rates with narrow-work allowance.

(g.) When taking a stripping off a pillar 6 ft. wide, solid-hewing rates but no yardage shall be paid. When stripping is 8 ft. wide a rate midway between solid and pillar rates shall be paid, but no yardage.



*Yardage Rates.*

25. The following shall be yardage allowance for narrow work :—
- 6 ft. wide, 6s. 11d. per yard, except in places 4 ft. high or under, 5s. 6d. per yard.
  - 8 ft. wide, 5s. 6d. per yard, except in places 4 ft. high or under, 4s. 9d. per yard.
  - 10 ft. wide, 4s. 2d. per yard.
  - 12 ft. wide, 2s. 9d. per yard.

Where the management finds it necessary to work a 10 ft. or a 12 ft. place with two men on one shift, 25 per cent. and 20 per cent. increase respectively shall be paid on the yardage rates only.

No yardage for places over 12 ft. wide unless worked double, when 1s. 6d. per yard shall be paid for places 4 ft. high or under, and 2s. 6d. per yard for higher places. This rate is for places 14 ft. wide. Where bords are broken away narrow, yardage shall be paid until bord attains full width. 16 ft. shall be considered full width for any place worked double.

26. 6d. per shift extra shall be paid to underground wages-men on back shift, and  $\frac{1}{2}$ d. per box extra shall be paid for all coal filled on back shift only.

*Stone Allowance.*

27. It shall be the duty of every miner to pick out any stone, brass, or other impurities from his coal, and stow same as directed. The payment for same shall be as follows: All impurities stowed during the current pay shall be measured in volume and divided by the volume of the box as defined in (a) of clause 24. A payment of 2s. per box volume shall be paid.

*Measurement of Places.*

28. Three measurements shall be taken from the roof to the floor of the working-place—*i.e.*, one in the centre of the place, and two 1 ft. from each rib. The average of these three measurements shall be the height from which hewing-rates shall be paid.

*New Seams.*

29. The company or the men may reopen negotiations for the purpose of forming fresh working-conditions for any different seam of coal which it may be proposed to work.

30. The management reserve the right to place any miner who is out of a place into another miner's place who is absent from work. Also, in the event of breakage of plant or any other unavoidable cause which renders miners out of a place temporarily, the management reserve the right to place these men in other places even if such an arrangement necessitates the men being placed to work in the same places as other miners. The miners so placed shall be returned to their original place immediately same is again available.

*Employees' Coal.*

31. Coal shall be available for employees at the rate of not more than 1 ton every six weeks for 15s. per ton, providing that such employee has been employed by the company for a period of not less than six weeks.

32. It shall be understood that payments for every contingency of working-conditions has been provided for in this agreement, and no further discussion of same will be entered upon during the currency of this agreement, except as provided for by clause 29.

Seal affixed this 3rd day of December, 1925.

[SEAL.]

Signed on behalf of the Shag Point Coal-mining Company (Limited)—

JOB HUGHES, Mine-manager.	} Directors.
ALFRED HOWORTH	
A. STEWART	
C. DUNNALL	

Signed on behalf of the Shag Point Coal-mine Workers' Industrial Union of Workers—

[SEAL.]

A. F. WILSON, President,  
C. W. R. DIXON, Secretary.

Witness to the whole of the above signatures—Thomas Edwin Waters.

NOTE.—Section 25, subsection (4), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiry of the term of the industrial agreement, it shall continue in force until superseded by another industrial agreement or by an award of the Court of Arbitration, except where the registration of an industrial union of workers bound by such agreement has been cancelled.