

## (8498.) WARONUI COAL-MINES.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 22nd day of December, 1925, between the Bruce Railway and Coal Company (Limited), (hereinafter called "the company") of the one part, and the Waronui Coal-miners' Industrial Union of Workers (hereinafter called "the union") of the other part, whereby it is mutually agreed by and between the parties hereto as follows, that is to say: That the terms, conditions, stipulations, and provisions set out in the schedule hereto shall be binding on the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

## SCHEDULE.

*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 the work done on pay Saturday shall be paid for at ordinary rate only: Provided that when working two shifts the management shall have the right to cause the back shift to be idle every Saturday, and the day shift to be worked on pay Saturday.

(d.) Any arrangement at present in force at the mine regarding travelling-time underground shall be continued for the period of this award. Knock-off time shall be called by the deputy or other authorized official in each section of the mine. Any worker disregarding the provisions of this clause shall be liable to instant dismissal. In cases of necessity, permission to leave the mine during working-hours shall be obtained from the deputy, underviewer, or manager.

*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 distinctly marked as such before the cavil is drawn. Two scrutineers appointed by the union shall see that the places are marked.

(b.) The management shall have the absolute right to object to any men whose names are included in the general cavil being drawn for special places.

(c.) If more than one man is out of a place during the period of the cavil, existing vacant places shall be balloted for. When a man has finished his place he shall enter his name in a ballot book kept at the mine-office, and he shall have the first chance of any place becoming vacant.

(d.) Dips shall not be included in the cavit, but may be worked on shift wages, or on contract, at the discretion of the manager.

(e.) 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 cavit, if it is necessary to do so for considerations of safety or for the proper working of the place.

(f.) In the event of any working-place being left in bad order at the end of the cavit, the miners cavilled to such place shall report the same to the mine-manager or underviewer, who shall, together with the workmen's inspectors, examine the place so complained of. If the complaint be well founded they shall value the work required to be done to put the place in reasonably good working-order, and a sum thus decided upon shall be deducted from the earnings of the men responsible for leaving the place in bad conditions, and paid over to the men cavilled to the place.

#### *Provisions for Truckers going on Coal.*

3. In the event of additional men being required on the coal, truckers over the age of twenty-one years who have worked not less than three years in a coal-mine and not less than two years in the company's employ may, with the consent of the manager, be included in the cavit.

#### *Back Shift.*

4. Twopence per ton in addition to the ordinary hewing-rates shall be paid to men working on the back shift in two-shift places—*i.e.*, where the day shift is followed by an afternoon shift, and the men work in the same face. The same extra rate of 2d. per ton shall also be paid to miners working on the back shift, although their places are not double shifted. Men who earn yardage in double-shift places shall be paid 1s. 6d. per yard more than they would be paid for similar work in single-shift places.

#### *Dog Watch.*

5. Not more than six pairs of miners shall be employed on the third shift, and then only for development work, except in cases of emergency, when the management shall have the undisputed right to work the number of places required to cope with such cases of emergency. A case of emergency shall mean any circumstances or conditions which may impede or interfere with the workings of any section of the mine. 3d. per ton above the ordinary hewing-rate shall be paid to miners working on the third shift; 6d. per shift more than the daily rate shall be paid to the men working for wages on the back shift; and 9d. per shift more than the daily rate to men working for wages on the night shift.

#### *Regulations of Turn.*

6. The turn of skips throughout the mine shall be as evenly distributed as possible.

*Timbering by Miners.*

7. 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 8 ft. wide, 3s. 5d.; and for every additional foot, 6d. extra.

*Laying Roads.*

8. All rails shall be laid by the company. Short rails to be provided by the company for each place.

*Wet Places.*

9. 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. Men in wet places shall work five and a half hours at the face, but shall report to an official before leaving the mine.

*Absence from Work.*

10. Any employee absenting himself from work without having first obtained permission from the manager shall be deemed to have left his employment without notice. This clause shall not apply in case of sickness or accident.

*Holidays.*

11. The following shall be Christmas holidays: from 24th December to 2nd January, both days inclusive. Other holidays shall be as provided in present existing agreements. Men employed at any work regularly done on Sunday shall be paid at the rate of time and a half, and in other cases double time. Men employed on the 25th or 26th days of December, or on the 1st or 2nd days of January, shall be paid double time; but men employed from 27th to 31st December, both inclusive, shall be paid only ordinary hewing or daily-wage rates. All work done on other holidays specified in this award shall be paid for at the rate of double time.

*Overtime.*

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

*Disputes Committees.*

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

(b.) The District Disputes Committee shall consist of one representative appointed by each side, and the local Magistrate, or other person agreed upon by the representatives (or in default of such

agreement, appointed by the Court) as Chairman, and shall deal with any matter which has not been settled by the means provided in clause (a) hereof. A majority decision of the District Disputes 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.

*Fatal Accident.*

14. In the event of any fatal accident occurring in or about the mine it shall be lawful for the workers to cease work for the remainder of the day on which the said accident occurs: Provided it shall be lawful for the company's workers, excepting pumpmen, fan-attendants, or men required to maintain the safety of the mine, to cease work for one whole day for the purpose of attending the funeral of the deceased worker, but not further or otherwise.

*Injured Workers.*

15. In the case of any accident occurring in the mine and the injured men having to be carried out, the deputies shall select the men required as stretcher-bearers, and such men shall be paid for the time lost.

*Tool-sharpening.*

16. All workmen's tools shall be sharpened by the company free of charge.

*Supply of Explosives.*

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

*Shiftmen's Tools.*

18. The company shall provide free all tools for shiftmen, and each man shall be responsible for tools supplied to him.

*Preference.*

19. 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, 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. This clause shall not apply to officials of the company, including underviewers, deputies, pumpmen, engine-drivers, firemen, fan-attendants, banksmen, and railway hands.

*Underrate Workers.*

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

*Rights of Workers.*

21. A representative of the union shall be granted leave of absence to attend to the business of delegates' meetings on due notice being given to the manager. Miners' representatives shall be permitted to visit the scene of any serious accident with the manager or his deputy officer, and shall be notified of any serious accident as soon thereafter as practicable. The names of union representatives shall be lodged with the manager.

*Notice of Dismissal or Retirement.*

22. When the services of any worker are to be dispensed with or any reason other than some fault of his own he shall be entitled to a fortnight's notice before dismissal, and any worker desiring to leave his employment shall be required to give a fortnight's notice of his intention to do so: Provided that this shall not apply in cases where, through any unforeseen circumstances, the management is unable to provide work for all or any of its employees. In the event of any workman committing a breach of the Coal-mines Act or of any of the general or special rules or the regulations thereunder, or refusing or neglecting to carry out the instructions of the management, or if any workman misconducts himself, or either openly or secretly incites, instigates, assists, or endeavours to influence other workers to disregard the provisions of any clause of this award or the operation of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, such workman shall be liable to instant dismissal.

*Right to contract.*

23. The management shall have the indisputed right to let contracts for any development work or other work, either underground or on the surface.

*Payment of Wages.*

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

*Minimum Wage.*

25. A miner working on tonnage rates who shall be unable, through no fault of his own, to earn an average of 17s. 11d. per shift for any fortnight shall be paid such an amount as may be necessary to bring up his earnings to that average for the period.

*Grunching.*

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

*Go-slow.*

27. The adoption of a go-slow policy in the 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 by Machines.*

28. The management shall have the right to introduce machines to work the whole or any part of the mine on giving fourteen days' notice of its intention to do so to every miner employed in those places in which machines are to be used. If at any time the management introduces machines, the men then employed hewing coal shall have the preference of employment if after a fair trial they are found to be competent to work the machines.

*Trucking by Miners.*

29. Miners shall truck their own coal to the first stenton so long as the distance does not exceed 60 ft. When that limit has been reached, if a fresh stenton has not been started, the tip-up shall be brought up to within 15 ft. of the face. If the grade is too heavy, a trucker shall assist.

*Holidays.*

30. In addition to the holidays specified elsewhere in this award, the following days shall be holidays: Good Friday, Easter Monday, picnic day, Sovereign's Birthday, and Labour Day.

*Piecework Rates.*

31. (a.) Boxes of the size now in use at the mine shall be filled with harped coal up to the level of the top of the box at the sides and 6 in. higher at the centre. The gauge of harps or forks shall be  $1\frac{1}{2}$  in. between the prongs.

(b.) Bords shall be driven 12 ft. wide, and paid for at the rate of 1s.  $4\frac{3}{4}$ d. per box filled as above. For bords driven narrow level yardage rates shall be paid.

(c.) Headings are winning-places from which bords have been or are to be broken away. In headings 6 ft. wide the rates per box shall be 1s.  $4\frac{3}{4}$ d., and in addition there shall be paid yardage at the rate of 7s. 7d. per yard. When the width is 8 ft. the yardage shall be 6s. 3d. per yard.

(d.) Levels shall be driven as nearly as possible at right angles to the dip and rise of the coal. Level yardage to be paid in addition to rate per box shall be—6 ft. wide, 6s. 3d. per yard; 8 ft. wide, 4s.  $10\frac{1}{4}$ d. per yard.

(e.) Stentons : A stenton is a place driven to connect two other places for ventilation. Stenton yardage rates to be paid in addition to the rates per box shall be—6 ft. wide, 6s. 3d. per yard ; 8 ft. wide, 4s. 10½d. per yard.

The above yardage rates shall be increased by 1s. 4½d. per yard to men working on back shift or night shift.

(f.) Head coal, bottom coal, and pillar coal shall be paid for at the rate of 1s. 3d. per box.

(g.) Strips not more than 4 ft. wide shall be paid for at solid rates plus 2s. 5d. per yard. In pillar workings where the places are heaved tight to the roof the first strip, if not more than 6 ft. wide, shall be paid solid rates without yardage.

(h.) Pug shall be paid for at the rate of 8¼d. per box filled or stored, and shall be kept free from dross.

(i.) Dross shall be paid for at the rate of 5½d. per box.

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

#### *Stone in Coal.*

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

(b.) Stone-boxes shall be filled to within 5½ in. of the top of the box.

(c.) Stone above or below the coal shall be removed at shift-work rates, or by special arrangement with the management.

### 33.

#### *Day-wages Men.*

A. *Underground* :—

(1.) Truckers, Rope-attendants, horse-drivers, pit-bottomers, and winchmen :—

	Per Shift.	
	s.	d.
Fourteen to fifteen years of age .. .. .	6	3
Fifteen to sixteen years of age .. .. .	7	11
Sixteen to seventeen years of age .. .. .	9	5
Seventeen to eighteen years of age .. .. .	11	0
Eighteen to nineteen years of age .. .. .	12	8
Nineteen to twenty years of age .. .. .	14	2
Over twenty years of age .. .. .	16	7

Provided that men and boys over seventeen years of age who have had no previous experience underground, if engaged as truckers, shall be paid 2s. per day less than the above rate of wages : Provided also that a trucker who is given a place on the coal-face should for the first twelve months, or until the next trucker gets the place, be liable to be called on at any time to do trucking or shift work at the ordinary trucker's rate of pay.

(2.) Shiftmen : First class, 17s. 11d. ; second class, 16s. 11d.

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 the face for any other work, 17s. 11d.

B. *Surface Workers* :—

(1.) General—

		Per Shift.	
		s.	d.
Fourteen to fifteen years of age	.. ..	5	0
Fifteen to sixteen years of age	.. ..	6	6
Sixteen to seventeen years of age	.. ..	8	0
Seventeen to eighteen years of age	.. ..	9	5
Eighteen to nineteen years of age	.. ..	10	11
Nineteen to twenty years of age	.. ..	12	4
Over twenty years of age	.. ..	15	5

34. This agreement shall operate and take effect as from the 22nd day of December, 1925, and shall continue in operation until the 31st day of March, 1927.

In witness whereof the parties have executed these presents this 22nd day of December, 1925.

The common seal of the Waronui Coal-miners' Industrial Union of Workers was affixed hereto in the presence of—

[SEAL.]

ALEXANDER FERGUSON, President.

WILLIAM E. JACKSON, Secretary.

The common seal of the Bruce Railway and Coal Company (Limited) was affixed hereto in the presence of—

[SEAL.]

ROBERT YORK, Director.

D. R. WILSON, Secretary.

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.