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(33.) BLACKBALL COAL-MINERS.—AWARD.

In the Court of Arbitration of New Zealand, Westland Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and of “The Industrial Conciliation and Arbitration Act Amendment Act, 1901”; and in the matter of an industrial dispute between the Blackball Miners’ Industrial Union of Workers and the Blackball Coal Company (Limited).

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the above-mentioned dispute, and having heard the Blackball Coal-miners’

Industrial Union of Workers (hereinafter called "the union") by its representatives duly appointed, and having also heard the employers by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award: That, as between the union and the members thereof and the employers, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers shall respectively do, observe, and perform every matter and thing by this award 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 award or of the said terms, conditions, and provisions, but shall in all respects abide by and observe and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 21st day of March, 1902, and shall continue in force until the 31st day of March, 1904.

In witness whereof the seal of the Court hath been heretofore put and affixed, and the President hath hereunto set his hand, this 3rd day of March, 1902.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

When colliers are engaged hewing coal by hand-labour at tonnage rates the following provisions shall apply:—

1. Tonnage rates on bottom seam to be 2s. 4d. per ton in all places above 4 ft. Below 4 ft. to be a deficient place.
2. The top seam shall be worked (if no agreement as hereinafter mentioned is made) at special shift-wages of 12s. per shift.
3. The top seam may, however, be worked at such tonnage rates as may from time to time be mutually agreed upon in writing by the president for the time being of the union and Joseph Scott, manager of the company at Blackball.
4. Breaking away top seam is included in top-seam work.
5. The rates prescribed for working the bottom seam are to be paid for pillars and all solid work other than the top seam.
6. Breaking away a bord to be paid 2 yards.
7. Bords to be 18 ft. wide. In case of bad roof, manager to have right to reduce to not less than 16 ft.

*Yardage Rates.*

8. Levels and rise headings, 6s. per yard. Wet dip headings, as per arrangement.

*Wet Places.*

9. Men working in wet places other than in the top seam to be paid 11s. for six-hour shifts. If in the top seam, to be paid 12s. for six-hour shifts. What is a wet place shall, in case of dispute, be settled by the president of the union and Mr. Joseph Scott, the mining manager; and if they shall not agree, then by the Warden of the district.

*Falling Stone.*

10. In places where, on account of falling stone, miners cannot make wages, then they shall be paid shift-wages.

*Timbering.*

11. Timbering levels and headings, 3s. per set. Bords, 2s. per set. Miners to secure roof 12 ft. from face. Timbering back along roadway to be paid 3d. per prop. Sets as above.

*Trucking.*

12. Miners to truck their own coal 50 yards, and run a jig. From 50 to 70 yards to be paid 1d. per ton extra. Over 70 yards, 2d. per ton extra. Turn of trucks throughout the mine to be regulated as evenly as possible.

*Cavilling.*

13. All coal-places to be cavilled every three months. First cavilled out to be first cavilled in. Any new heading starting during a cavil to be cavilled for among all men competent to do the work. In any case when a man finishes his cavil for the time being in one section of the mine he is to have first place that is ready in that section, if one is ready during the cavil.

14. Youths over nineteen years of age and more than eighteen months in the company's employment to have preference over outsiders when men are wanted to get coal. Truckers going on the coal to come out when called on to truck at truckers' wages for three months.

*Weighing Coals.*

15. Company to weigh all coals. This clause is not to take effect until the new machine is put up.

16. All unclaimed boxes to go to check-weigh fund.

*Hours of Work.*

17. For miners employed underground the hours shall be those prescribed by section 6 of "The Coal-mines Act Amendment Act, 1901."

18. For other workers the hours shall be eight-hour shifts, exclusive of crib-time.

All work during idle time, whenever practicable, to be divided as evenly as possible.

*Holidays, &c.*

19. From 24th December to 4th January exclusive, 17th March, Easter Monday, King's Birthday, Labour Day, Blackball sports and picnic days. Half-shift every Saturday afternoon.

*Overtime.*

20. Overtime, time and a quarter. For Sunday work, time and a half. In cases where men are required to work overtime through breakdown in or about the mine or its machinery ordinary rates to be paid.

*Minimum Rate of Shift-wages.*

21. For truckers of nineteen years of age and over, 9s. per shift; eighteen to nineteen years of age, 8s. per shift; seventeen to eighteen years of age, 7s. per shift; sixteen to seventeen years of age, 6s. per shift; under sixteen years of age, 5s. per shift; boys engaged on rope outside, fifteen years of age or under, 3s. 6d. per shift, with a rise of 6d. per shift every six months.

Trucking to be by contract or shift-work, at the option of the company. If by contract the contractor shall pay to the workers employed by him the minimum rate of wages provided by this award.

Aerial workers and tippers of the age of nineteen years and over, 9s. per shift; eighteen to nineteen years, 8s. per shift; seventeen to eighteen years, 7s. per shift; sixteen to seventeen years, 6s. per shift; under sixteen years, 5s. per shift.

*Screen-men.*

24. Workers employed as screen-men, 8s. per shift.

*Shift-men.*

25. For miners employed getting coal (other than those working on the top screen) the wages shall be 11s. per shift.

Company to have the right to select miners to work places worked on shift-wages.

*Ordinary Shift-work.*

Permanent shift-men, 10s. 6d. per shift; casual shift-men, 10s. 8d. per shift. "Casual" means when a miner is taken from his own place and sent to work on ordinary shift-work.

*Miscellaneous.*

26. Blacksmiths: Foreman, 12s. 6d. per shift; second and third fires, 11s. per shift; tool-sharpeners, 10s. per shift; strikers, 8s. per shift. Boys in shop: Under sixteen, 4s. 6d. per shift; sixteen to seventeen, 5s. 6d. per shift; seventeen to eighteen, 6s. 6d. per shift; eighteen to nineteen, 7s. 6d. per shift. Carpenters, 10s. 6d. per shift. Rope-splacers, 9s. 6d. per shift. Rope-road men, 9s. per shift. Timber-men and other men engaged on outside work, 9s. per shift. Furnace-men, 9s. per shift. Boys shoving

up empties from aerial terminus, 6s. 6d. per shift. Groom, £2 16s. per week. Engineer and fitter, 11s. 6d. per shift. Engine-drivers, 11s. per shift. Boys on boilers: Under sixteen, 4s. 6d. per shift; from sixteen to seventeen, 5s. 6d. per shift; from seventeen to eighteen, 6s. 6d. per shift; from eighteen to nineteen, 7s. 6d. per shift.

*General.*

27. Road-laying to be the same as heretofore.

28. Miners' representatives to be allowed to visit the scene of any accident with the manager. The names of the representatives to be lodged with the manager.

29. Preference of employment to be given to unionists.

30. Should any matter or dispute arise during the term of this award, and not herein provided for, such matter or dispute shall be dealt with by mutual agreement between the president of the union and Mr. Joseph Scott, the manager of the company.

30A. If any worker is from any cause unable to earn the minimum wage provided by this award for any class of work for which he may desire employment, such worker may be employed at such less wage as may be agreed upon in writing by the president of the union and the manager (Mr. Joseph Scott).

The term "worker" shall mean either a man or a youth, as occasion may arise.

*Term of Award.*

31. This award shall come into operation on the 21st day of March, 1902, and shall continue in force until the 31st day of March, 1904.

In witness whereof the seal of the Court hath been hereto put and affixed, and the President hath hereunto set his hand, this 3rd day of March, 1902.

THEO. COOPER, J., President.

THE BLACKBALL DISPUTE.

\* In this matter the parties, on the 22nd July, 1901, made an industrial agreement continuing until the end of the year. The union now claim considerable increases on the rates then agreed on, while the company claim a decrease.

Except in one respect, the Court has had no difficulty in determining the questions raised. The rates provided by the agreement, and which were so recently fixed by the parties, are, in the Court's opinion, fair. They are practically similar rates to those fixed by agreement at the end of the year between a similar union and the Brunner mine-owners in this district, and they do not substantially differ from those fixed for the Denniston and Granity mines. The question of the working of the top seam has, however, been very difficult to determine. The union asked a tonnage rate of 4s.; the company 2s. 2d., 2s. 4d., and 2s. 6d., according to width. The condition of the country in which this seam is worked is variable, and the Court is unable to fix any tonnage rate which

would apply to all circumstances and to changing conditions. It therefore orders that this seam shall be worked on special shift-wages of 12s. per shift, reserving, however, power to the company and the union to agree from time to time in the manner prescribed by clause 3 of the award upon a tonnage rate. If no agreement is made the shift-wages are to be paid. These shift-wages are to apply to all work done in getting coal out of the top seam, including breaking up the top seam. The tonnage rate for all other coal is that agreed upon in July last. With reference to yardage, the Court was unable to place the amounts demanded by the union or the amounts offered by the company on any sufficiently satisfactory basis. It has therefore adopted the clause agreed upon by both parties in July last, fixing yardage on levels and rise headings at 6s. per yard. The other wages prescribed by the Court are those fixed by the agreement of July for the classes of work referred to therein, and for work not referred to in that agreement the rates which, in the opinion of the Court, are fair for work of that class in coal-mines in this district, and which do not substantially differ from those fixed for Denniston and Granity Creek and agreed upon at Brunner.

THEO. COOPER, J., President.

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Re No. 33.—BLACKBALL TRUCKERS.—DEFINITION BY COURT.

Court of Arbitration, 25th August, 1902.

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THE Court, after consideration of the question submitted to it by both parties—namely, “whether truckers come within the definition of miners in clause 17 of the award”—decides that truckers, when working underground, are, although not expressly mentioned, within the meaning of clause 17 of the award. Their work is closely allied to that of the miners, and under clause 12 of the award trucking is dealt with as part of the ordinary work of a miner. Where, therefore, truckers are employed underground to truck coal the Court decides that their hours shall be regulated under clause 17 of the award. If they are employed on the surface, then they come under clause 18 of the award. In order that they can be brought properly under clause 18 of the award it is essential that their day's work shall begin on the surface.

THEO. COOPER, J., President.

To the Secretary of the workers' union and to the Manager of the Blackball Mine, Blackball.

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(34.) BLACKBALL COAL-MINERS.—ENFORCEMENT OF AGREEMENT.

The Blackball Miners' Industrial Union of Workers *v.* The Blackball Coal Company (Limited)

JUDGMENT of the Court on the 3rd day of March, 1902.

The breaches of the industrial agreement between the parties alleged in the complaint are:—