

(1222.) DENNISTON ENGINE-DRIVERS, FIREMEN, AND BRAKES-
MEN.—CLAIMS OF THE WESTPORT COAL COMPANY (LIMITED).

Clause 1.—Engine-drivers at main haulage-engine (brake-head), per shift, 10s. ; engine-drivers at air-compressing plants, per shift, 9s. 6d. ; engine-drivers at main haulage (Cascade), per shift, 9s. 6d. ; engine-drivers at main haulage (Ironbridge), per shift, 9s. 6d. ; engine-drivers at Munsie's haulage (if with steam), per shift, 9s. ; engine-drivers at Munsie's haulage (if with compressed air), per shift, 8s. 6d. ; engine-drivers at Burnett's Face haulage, per shift, 9s. ; engine-drivers at No. 1 dynamo (brake-head), per shift, 9s. 6d. ; drivers of

haulage winches or engines worked by compressed air, either underground or on the surface, not requiring certificated drivers, per shift, 8s. 6d. ; drivers and firemen employed on engines or at boilers where the work is intermittent shall perform any class of work they shall be called upon to do.

Clause 2.—Firemen, per shift, 8s. 6d. Apprentice firemen to start at a minimum rate of 4s. 6d. per shift for the first year, and wages to rise by yearly increments of 1s. per shift until the maximum rate of 8s. 6d. is attained. Firemen to get promotion in succession as vacancies occur, if competent. A fireman to be employed on each shift when deemed necessary by the management at the following places, viz. : Main haulage-engine boilers, Cascade haulage-engine boilers, Cascade air-compressing plant, and Kiwi air-compressing plant.

Clause 3.—At the following places—viz., Ironbridge, Munsie's, and Cascade haulage-engines—two hours' extra each week for washing out boilers ; if double-shifted, the front man only to get the two hours. At air-compressors two hours allowed on the first shift each week for packing engines.

Clause 4.—Flue-cleaning, double time ; other necessary work at ordinary rates.

Clause 5.—Brakesmen at top hydraulic brake, per shift, 10s. 6d. ; brakesmen at middle hydraulic brake, per shift, 10s.

Clause 6.—Members of the union to have preference of employment if competent.

Clause 7.—Should any matter or dispute arise during the term of this agreement, and which is not herein provided for, the same shall be referred to the manager and officials of the company and the officers of the union, with a view to coming to terms in settlement of such matter or dispute. If they are unable to agree, then by the Stipendiary Magistrate sitting in the district.

Clause 8.—When it is necessary to raise steam or to bank fires, the same to be done as hitherto.

All shifts worked at engines or boilers to be eight hours, exclusive of meal-time, also of periods required for steam-raising or fire-banking. This refers to outside of the mine.

Clause 9.—On holidays established by the award as between the Westport Coal Company and the Denniston Coal-miners' Industrial Union, all necessary work of engine-drivers to be performed at ordinary rates as hitherto.

Clause 10.—All ordinary work on Sundays to be paid for at ordinary rates. All time worked beyond eight hours in any one day shall be paid for at the rate of time and a quarter.

AWARD.

In the Court of Arbitration of New Zealand, Westland Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1905,” and its amendments, and in the matter of an industrial dispute between the Denniston Engine-drivers, Firemen, and Brakesmen’s Industrial Union of Workers (hereinafter called “the union”) and the Westport Coal Company (Limited) Industrial Union of Employers (hereinafter called “the company”).

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 union by its representatives duly appointed, and having also heard the company by its representatives duly appointed, doth hereby order and award :—

That, as between the union and the members thereof and the company, 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 company, 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 company 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 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 6th day of April, 1907, and shall continue in force until the 7th day of April, 1909.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 23rd day of March, 1907.

W. A. SIM, Judge.

 SCHEDULE.

1. Engine-drivers and hydraulic brakesmen, 11s. per shift ; firemen, 10s. per shift ; assisting firemen on compressors, existing rates to continue. Drivers of haulage winches or engines worked by compressed air, either underground or on the surface, not requiring certificated drivers, 10s. per shift.

2. At the following places—namely, Ironbridge haulage-engine, Coalbrookdale haulage-engine, and Cascade haulage-engine—four hours extra will be allowed each week for washing out boilers if double-shifted, front men only to get the four hours. At the compressor-engines two hours will be allowed on the first shift each week for packing engine.

3. Overtime on award holidays to be time and a quarter. All ordinary work on Sundays to be paid for at ordinary rates, said ordinary work to mean pumping, fan-driving, or in connection with pumping and electric lighting. All time worked beyond eight hours in any one day shall be paid for at the rate of time and a quarter. Flue-cleaning, double time. Any driver or fireman working seven days per week consecutively for the whole year to be allowed six days' holiday per annum on full pay. Overtime shall not be paid where men relieve one another by mutual agreement between them.

4. Members of the union to have preference of employment if competent.

5. Holidays: Easter Monday and Tuesday, King's Birthday, and Labour Day (or any other day substituted for Labour Day), the 25th, 26th, and 27th days of December, and the 1st and 2nd days of January.

6. All shifts worked at engines and boilers to be eight hours exclusive of meal-time, also of periods required for steam-raising or fire-banking, except in cases where three continuous shifts are worked, then eight hours shall constitute a shift. This refers to outside of the mine.

7. Anything not herein provided for shall be arranged between the general mining manager and the committee and the secretary of the union; in default of agreement between them, then by the Stipendiary Magistrate sitting in the district.

8. Clause 1 shall not apply to the drivers of wagon-winchies at Denniston.

9. This award shall come into force on the 6th day of April, 1907, and shall remain in force until the 7th day of April, 1909, and thereafter shall continue in force until superseded by another award or an industrial agreement.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 23rd day of March, 1907.

W. A. SIM, Judge.

REASONS FOR AWARD.

This award embodies without alteration the conditions agreed upon by the representatives of the parties.

Dated this 23rd day of March, 1907.

W. A. SIM, Judge.