

WESTLAND INDUSTRIAL DISTRICT.

(2001.) DENNISTON ENGINE-DRIVERS, FIREMEN, AND BRAKES- MEN.—AWARD.

In the Court of Arbitration of New Zealand, Westland Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1908,” and the amendment thereof; 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) (hereinafter called “the employer”).

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the above-mentioned dispute, and the agreement arrived at by the parties hereto, and in order to give effect to the application of all the parties that the terms and conditions thereof should be embodied in this award, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, 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 upon each and every of them, 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 and each and every of them 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 as from the 18th day of September, 1909, and shall continue in force until the 19th day of September, 1911.

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 5th day of November, 1909.

W. A. SIM, Judge.

SCHEDULE.

Rates of Wages.

1. (a.) Engine-drivers and main-incline brakemen, 11s. per shift; drivers of haulage-engines or winches worked by compressed air, either underground or on the surface, not requiring certificated drivers, 10s. per shift. This clause shall not apply to drivers of wagon-winches at the brake-head, Denniston.

(b.) Firemen over 19 years of age, 10s. per shift.

(c.) Assistant firemen: 15 to 16 years of age, 5s. per shift; 16 to 17 years of age, 6s. per shift; 17 to 18 years of age, 7s. per shift; 18 to 19 years of age, 8s. per shift.

(d.) In accordance with "The Inspection of Machinery Act, 1908," assistant firemen shall have preference as drivers when vacancies occur, if considered competent.

Cleaning Boilers, &c.

2. Where a haulage-engine driver has direct control over or operates the boilers generating steam for his engine, he shall be allowed four hours extra each week for washing out the boilers; but if a second or third shift is worked, then only the first shift to

get the said four hours. At the air-compressing-plant stations two hours shall be allowed the first-shift driver each week for packing engines.

Overtime and Holidays.

3. (a.) Overtime on award holidays to be time and a quarter. All ordinary work on Sundays to be paid for at ordinary rates, such ordinary work to mean pumping, fan-driving, or work 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, subject to the further provisions of this clause.

(b.) Flue-cleaning, double time, and work done in connection with the Government annual inspection of boilers to be time and a half.

(c.) Any driver or fireman working seven days per week consecutively for the whole year shall be allowed holidays in conformity with subsection (6) of clause 35 of "The Coal-mines Act, 1908."

(d.) Overtime shall be paid in conformity with this clause when the work is continuous and men relieve each other for the purpose of regulating the change of shifts at week-ends; but no such overtime shall be paid when at other periods they relieve each other mutually for private reasons.

Drivers of Haulage-engines.

4. Drivers of haulage-engines or winches as referred to in clause 1, where their time is not fully occupied in driving, shall perform any class of work they may be called upon to do.

Shifts.

5. All shifts worked at engines and boilers shall 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 the mine.

Preference.

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

Holidays.

7. Holidays to be the same as those agreed upon between the Westport Coal Company (Limited) and the Denniston Coal-miners' Industrial Union of Workers.

Under-rate Workers.

8. If any worker is from any cause unable to earn the minimum wage provided by this award for any class of work referred to herein, and at which work he may desire 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 local manager at Denniston for the time being of the company.

Matters not provided for.

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

Term of Award.

10. This award shall come into force as from the 18th day of September, 1909, and shall remain in force until the 19th day of September, 1911.

In witness whereof the seal of the Court of Arbitration hath hereunto been put and affixed, and the Judge of the said Court hath hereto set his hand, this 5th day of November, 1909.

W. A. SIM, Judge.

MEMORANDUM.

This award embodies, without alteration, the agreement arrived at by the parties.

W. A. SIM, Judge.