

WESTLAND INDUSTRIAL DISTRICT.

(2128.) GREY VALLEY COAL-MINERS (NORTH BRUNNER) COAL COMPANY (LIMITED).—AWARD.

In the Court of Arbitration of New Zealand, Westland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendment; and in the matter of an industrial dispute between the Grey Valley Miners' Industrial Union of Workers (hereinafter called "the union") and the North Brunner Coal Company (Limited), (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 the agreement of the parties, and in order to give effect to the application of 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 employer, 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 employer, 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 employer 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 25th day of April, 1910, and shall continue in force until the 25th day of April, 1912.

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 15th day of June, 1910.

— W. A. SIM, Judge.

SCHEDULE.

Hewing-rates.

1. (a) Solid coal, 2s. 4d. per ton; (b) splitting pillars, 2s. 4d. per ton; (c) taking out pillars, 2s. per ton; (d) fireclay, 2s. 6d. per ton; (e) any place with 5 ft. or less than 5 ft. of coal shall be a deficient place, to be worked at 12s. per shift, or at a rate to be agreed upon between the mine-manager and the union officials.

Wet Places.

2. Miners working in wet places shall be paid 12s. per shift. Shifts in wet places shall be six hours, the time to be computed from leaving outside until leaving the face.

In case of any dispute as to what is a wet place, the matter shall be arranged by the check inspectors and the mine-manager. Should they fail to agree, the matter shall be settled by an arbiter mutually selected by each party.

Shift Wages.

3. When miners are employed getting coal, 12s. per shift. (Clauses 2 and 3.) When miners shall earn more than the wages mentioned at tonnage rates during any pay period, they shall be paid at tonnage rates. Permanent shiftmen, 11s. per shift; casual shiftmen, 12s. per shift (this means where a workman is taken away from his own place to do shift-work). When casual shiftmen are employed for more than three successive shifts, the rate shall be the same as for permanent shiftmen, 11s. per shift. The work to be other than hewing or filling coal at the face.

4. Carpenters, 11s. per shift.

5. Blacksmiths: First fire, 12s. per shift; second fire, 11s. per shift; strikers, 8s. per shift.

6. Enginemen: Where first-class certificated enginemen required to be in charge, 11s. 6d. per shift shall be paid; where second-class certificated enginemen required to be in charge, 10s. 6d. per shift shall be paid; where firemen only required to be in charge, 10s. per shift shall be paid.

7. Banksmen, wheelmen, and horse-drivers, 10s. per shift.

8. Truckers: (a.) 19 years and over, 10s. per shift; between 18 and 19 years, 9s. per shift; between 17 and 18 years, 7s. 6d. per shift; between 16 and 17 years, 6s. 6d. per shift; between 15 and 16 years, 5s. 6d. per shift; under 15 years, 4s. 6d. per shift.

(b.) Miners to truck their own coal 25 yards, or not past the first permanent flat-sheet; from 25 to 50 yards, 2d. per ton extra; for each 25 yards or fraction thereof above or over 50 yards, another 3d. per ton extra. Any place in the mine where the trucking by miners exceeds 25 yards, the extra tonnage must be paid or a roll-off made for the trucker, such roll-off to be as near as possible but not more than 15 yards from the face.

Miners to run the face jig up to 25 yards; over that distance to be paid the same extra rates as trucking in levels or any other place.

When taking out stumps of pillars, miners to truck 6 ft., and jig the truck.

9. Outside boys: Regulated as per clause 8 for age, but 1s. per shift less to be paid.

10. Outside men: 10s. per shift.

Bords.

11. (a.) Bords to be 18 ft. wide, but in cases of bad roof the manager to have the right to reduce the width to 16 ft. at the same tonnage-rates.

(b.) When bords are broken away narrow, 4 yards at 6s. per yard shall be paid; should the bord be broken away 18 ft. wide, 2 yards at 6s. per yard shall be paid.

(c.) When bords are broken away narrow the width shall be 10 ft.

Yardage.

12. For slits, levels, inclines, and stentons: 9 ft. wide and under, 8s. per yard single shift, 9s. per yard double shift, 10s. per yard three shifts; over 9 ft. wide, 6s. per yard single shift, 7s. per yard double shift, 8s. per yard three shifts. Bords driven narrow, from 12 ft. to 16 ft.: 4s. per yard single shift, 5s. per yard double shift, 6s. per yard three shifts. Taking off side coal in solid places, 3s. per yard. Splitting pillars when 18 ft. wide will not be considered as slits, levels, inclines, or stentons; but if driven under 16 ft. wide, to be paid as narrow bords.

Operations of this clause shall not apply for a period of six months from the coming into operation of this award, with the exception of the rates mentioned for single shift.

Timbering.

13. Sets up to 6 ft. high, 2s. 6d. per set; sets from 6 ft. to 8 ft. high, 3s. 6d. per set; sets over 8 ft. high, 4s. 6d. per set. All sets more than 8 in. through, measured in the centre, to be special sets, and the price of such sets to be arranged between the manager and the workman. All sets requiring close laths on top shall be paid 1s. extra. Miners to keep all timber 12 ft. back from rail-end. Timbering back along roadway to be kept by company or paid for at shift rates.

Bottoms.

14. The company to lift all bottoms other than coal and fireclay.

Falling Stone.

15. In places where, on account of falling stone, miners cannot make wages they shall be paid 12s. per shift.

Cavilling.

16. All coal places to be cavilled for every twelve weeks. Check inspectors will be allowed to examine the places before they are cavilled for. Should any place be stopped and commenced again the men cavilled to this place shall return to it, or, if such place may be finished during the quarter the men working in such place shall claim the first place to start.

Men cavilled in levels shall claim the first inclines won out of the level, and men working in inclines shall claim the first bords won out in the incline. The company shall have the option of work-

ing special places. The manager shall pick whom he considers the best workmen, and cavill them to this place. The men working in these places shall be guaranteed a wage of not less than 12s. per shift per pay, or what they can earn at tonnage-rates if above that average.

Holidays.

17. Every Saturday afternoon, 17th March, Good Friday, Easter Monday, King's Birthday, and Labour Day.

On Saturday the mine to knock off at 1 p.m., and seven hours shall constitute a day's work. If the mine knock off before 1 p.m. the workers shall be paid *pro rata* of eight-hours shift.

In respect to the observance of Christmas and New Year holidays, the matter shall be one for mutual arrangement between the company and the officials of the union.

Preference.

18. Preference of employment shall be given to members of the union, both in taking on or discharging workmen: Provided that when members leave the employ of the company without giving reasonable notice the manager may refuse to re-employ such members notwithstanding that their names may appear on the employment-book—which shall be kept at the nearest Post-office to the mine, and in which the secretary shall register the names of all members out of employment.

Incompetent Workers.

19. If from any cause any worker is 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 by the union and the manager.

Matters not provided for.

20. Should any matter not provided for or any dispute arise during the term of this award, it shall be referred to the company and the officials of the union with a view to settlement.

Term of Award.

21. This award shall be for a term of two years from the 25th day of April, 1910.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereto set his hand, this 15th day of June, 1910.

W. A. SIM, Judge.

MEMORANDUM.

This award embodies without alteration the agreement of the parties.

W. A. SIM, Judge.