

(3059.) WESTLAND ENGINE-DRIVERS AND FIREMEN.—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 amendments; and in the matter of an industrial dispute between the Westland Engine-drivers, Firemen, Motormen, Brakesmen, and Pumpmen's Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

The Blackball Coal Company (Limited).

The Liverpool State Coal-mines.

The Paparoa Coal-mining Company (Limited).

The Point Elizabeth State Coal-mines.

The Tyneside Proprietary (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 union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or 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 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 from the 18th day of May, 1914, and shall continue in force until the 18th day of May, 1916.

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 2nd day of May, 1914.

T. W. STRINGER, Judge

SCHEDULE.

*Rates of Wages.*

1. Winding-engine driver hauling men, 12s. 6d. per shift; winding-engine driver not hauling men, 11s. 6d. per shift; drivers of engines requiring a first-class certificate, 11s. 6d. per shift; drivers of engines requiring a second-class certificate, 10s. 9d. per shift; fitters and turners, 12s. per shift; firemen and winchmen not certificated, 10s. per shift; certificated firemen or winchmen, 10s. 9d. per shift; assistant firemen shall start at 6s. per shift, and be raised by annual increments of 1s. per shift.

*Shifts.*

2. All shifts shall be eight hours on engine and boilers, exclusive of meal-times. If required to work the meal-hour, or to work

overtime in steam-raising or fire-banking, overtime shall be paid at ruling rates. When two or more shifts are worked continuously the men on such shifts shall change in turn.

*Overtime.*

3. (a.) Overtime shall be paid for at the rate of time and a quarter for the first two hours, after which time and a half shall be paid.

(b.) Time and a half shall be paid for Sunday work except where otherwise agreed.

(c.) All time worked on award holidays shall be paid for at the rate of time and a half. "Award holidays" shall mean such as are provided for in the miners' award.

(d.) When workers are employed to clean flues, or to internally chip or clean boilers, or to prepare for Government inspection, double time shall be paid.

(e.) When engines or boilers are run continuously no overtime shall be paid for Sunday. "Continuous running" shall mean engines run three shifts per day for the whole year. In case of breakdowns, *bona fide* stoppages for repairs, strikes, or where stoppage is arranged by mutual agreement, they shall be deemed to run continuously.

(f.) Any engine-driver or fireman employed on continuous running engines or boilers shall be allowed a half-day's holiday each month on full pay.

*Preference.*

4. When engine-drivers are required preference shall be given to firemen already employed at the mine if deemed to be competent. If firemen are not available for promotion other members of the union shall have preference so long as such are available and competent.

*Under-rate Workers.*

5. (a.) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of such worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to such worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b.) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the

secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any worker whose wage is so fixed by reason of old age or permanent disability it shall be fixed for such longer period as such Inspector or other person shall think fit.

(c.) Notwithstanding the foregoing it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d.) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e.) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

*General.*

6. Proper and practical protection from the inclemency of the weather shall be provided at all boilers, engines, or machinery of any sort.

7. Where reasonably practicable all coal required for firing purposes shall be tipped conveniently to the furnaces for firemen.

*Matters not provided for.*

8. Anything not herein provided for shall be arranged between the manager and the executive of the Engine-drivers' Union, and failing a satisfactory agreement being arrived at between them the matters in dispute shall be submitted to an independent person to be mutually agreed upon. The ruling of such person shall be accepted by both parties for the term hereof.

*Term of Award.*

9. This award shall come into force on the 18th day of May, 1914, and shall continue in force until the 18th day of May, 1916.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 2nd day of May, 1914.

T. W. STRINGER, Judge.

MEMORANDUM.

This award is based, for the most part, on the present industrial agreement (Book of Awards, Vol. xii, p. 648), with a slight adjustment of wages. Some new clauses were sought to be embodied in the award, but not sufficient evidence was adduced to justify the Court in dealing with these.

T. W. STRINGER, Judge.