

(4220.) NORTHERN, WELLINGTON, CANTERBURY, AND OTAGO AND SOUTHLAND ENGINEERS (INCLUDING MOTOR-MECHANICS, COPPERSMITHS, AND BRASSFINISHERS).—AMENDMENT OF AWARD.

In the Court of Arbitration of New Zealand, Northern, Wellington, Canterbury, and Otago and Southland Industrial Districts. In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an award dated the 30th day of June, 1915, made in an industrial dispute between the respective branches of the Amalgamated Society of Engineers' Industrial Union of Workers and the employers therein named.

UPON the application of the employers, and after hearing the representatives of the employers and of the union respectively and the evidence adduced, the Court doth hereby amend the said award in manner following, that is to say,—

1. Under the heading "Wages" by adding the following clauses:—

"4A. The above wage shall not apply to stock-catalogue work.

"4B. The minimum wage for workers engaged on stock-catalogue work shall be 1s. 3d. per hour, but this rate shall only apply to workers who have had practical experience in the industry for at least three years."

2. By deleting subclause (d) of clause 9, and substituting the following subclause:—

"(d.) The proportion of apprentices to journeymen shall not exceed two apprentices to every one journeyman."

3. The above amendments shall operate as from the 27th day of January, 1916.

Dated this 21st day of January, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

Stock-catalogue Work.—Although no satisfactory definition of the work included in the above expression was forthcoming at the hearing, we have restored the provision in the old award that the minimum rate of wage for general engineering work shall not apply to this class of work. Whether or not any particular work comes within the meaning of "stock-catalogue work" is left for the parties to decide between themselves, there being the right of appeal to the Court in the case of any disagreement on the point. We have, however, fixed the minimum rate of wage for this work at 1s. 3d. per hour, instead of leaving it as hitherto without any minimum rate being fixed.

Apprentices.—We are satisfied from the evidence adduced that the proportion of *one* apprentice to every *two* journeymen, as fixed by the original terms of the award, was too low, and would operate

injuriously both to the employers and those seeking to learn the trade of engineering. Mr. McCullough thinks that an increase to one apprentice to one journeyman would be fair and reasonable; Mr. Duthie, on the other hand, thinks that the old provision whereby the number of apprentices was unlimited should be restored. In these circumstances I suggested by way of compromise that there should be some limitation, but that it should be as in this order, and to this Mr. Duthie finally agreed, Mr. McCullough retaining his opinion that this was too high a proportion and might lead to abuse.

We are all agreed that it is desirable that some system of inspection should be instituted by which it could be ascertained whether or not apprentices were being properly taught in the workshops in which they are employed, and in order, in case it is found that employers have failed in the obligation imposed by the award to properly teach their apprentices, that steps could be taken to enforce such obligation.

We also think that it would be greatly to the advantage of both employers and apprentices if some system of examination of apprentices could be established such as is provided in the Engineering award made in Western Australia in 1913. This would have the effect of stimulating apprentices to make themselves proficient in the various stages of their training, and would also afford opportunities of discharging apprentices who, whether from lack of ability or otherwise, proved unsuitable for the industry.

We think the employers and the representatives of the union might confer together on these questions, as from their knowledge of the trade they are much better qualified than the Court to set up some practicable system of inspection and examination. If no agreement can be arrived at then these questions may come up for reconsideration when a new award is applied for.

T. W. STRINGER, Judge.

(4221.) PUKEMIRO COAL-MINE WORKERS.—AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, between Pukemiro Collieries (Limited) (hereinafter called "the company") of the one part, and the Pukemiro Coal-mine Workers' Industrial Union of Workers, registered as an industrial union under the said Act (hereinafter called "the union"), of the other part, witnesseth that it is agreed by and between the parties as follows:—

SCHEDULE.

Hours of Work.

1. (a.) The hours shall be eight hours from bank to bank, excepting Saturdays, which shall be six and a half hours for back

Saturdays, and on pay Saturdays the mine to remain idle, excepting the company is compelled to work to supply orders or unforeseen circumstances arise, when the hours of work shall be six from bank to bank. The hour of starting on both Saturdays to be 7 o'clock a.m., which may be varied by mutual consent.

(b.) For surface hands eight hours working-time shall constitute a day's work on the first five days of the week, and on Saturdays six hours and a half shall constitute a day's work, except pay Saturday, when six hours working-time shall constitute a day's work.

Cavilling.

2. (a.) The places to be cavilled for every three months by drawing places from one receptacle and the men's names from another. The cavil to take place in November, February, May, and August. The places in the mine to be numbered in consecutive order. If there be more than one pair of men to change places at one time they shall cavil for fresh places. Men wishing to change mates can do so at cavilling. Any place not having fourteen days' work in it at the time of cavilling must have another place cavilled along with it so far as practicable. When men are working on the coal, and the requirements of the trade necessitate a suspension of work, one day's notice shall be given to the men working before they are called upon to shift, and three days shall be allowed in which to put the place in working-order. Men shall have the right to return and clean the place before the termination of the cavil after being on shift-work of a temporary nature.

(b.) The faces of all bords to be left in working-order. A bord shall be deemed to be in working-order when it is left with a 3 ft. cutting or a back-end shot, so that new men coming into the place allotted to them by ballot shall be able to fill a fair average quantity of coal on the first day of the cavil. Any place rendered vacant by the men double-shifting, such place may be manned with other men during their absence. Two representatives of the union to scrutinize the cavil.

(c.) In the event of any working-place being left in bad order at the end of the cavil the miners cavilled to such place shall report the same to the manager or underviewer, and they, together with the workmen's inspector, shall examine the place so complained of, and if complaint be well grounded they shall value the work required to put the place in reasonable working-order, and the amount so ascertained shall be deducted from the earnings of the men responsible and paid by the company to the men entitled to receive same. If complaint be not sustained the complainant shall pay costs incurred.

Special Work.

3. (a.) Should the manager have any special work he shall call for volunteers three clear days before the cavil, and must state the dimensions of the places; should there be more volunteers than

required for special places those unsuccessful to be cast in the general cavit, or failing volunteers the place may be worked by shift at the option of the manager.

(b.) The manager shall have the right to drive mullocky headings on shift-work, and also have the right to call tenders for driving any heading which is not being driven on a full face of clean coal, or to drive it on shift wages.

(c.) When a full face of clean coal is being driven on any contract the same shall be driven at schedule rates.

(d.) In the event of shift wages being adopted the manager to have the right to select the men required for the work. Special places may be started at any time by giving three days' notice.

Double-shifting.

4. Should the manager require to double-shift any place the men in that place to choose their own mates within two days after having notice from the manager, and should they fail to find mates within the given time the manager shall find them. Headings driven double-shift are to be paid 2d. per ton extra and 1s. 6d. per yard extra. "Double shift" means where a pair of men succeed another pair and work on the same working-face. When any portion of a double-shift party absents himself or themselves from their work for more than one shift without providing a substitute approved of by the management, the management shall have the right to appoint a temporary substitute.

Trucking.

5. All trucking shall be done by the company.

Miners taken from the Face.

6. When miners are taken from the face their turn ceases. If a miner be taken from the coal by the manager to do any kind of odd work he shall be paid at the rate of 11s. 6d. per shift.

Yardage Rates.

7. (a.) All places not exceeding 64 ft. in area are to be paid at the rate of 6s. per yard; from 60 ft. to 84 ft., 4s. 6d. per yard; ribbing or taking off side coal up to 3 ft., 1s. 6d. per yard.

(b.) Piercing up, 1s. per foot up to 8 ft. 6 in.

(c.) Breaking away new bords to be paid 10s. extra. Wet work, when not dealt with in clause 15, to be paid 1s. 6d. per yard extra. Double-shift dip headings to be paid 12s. per yard to cover all contingencies if not let by special contract. Timbering to be paid as follows: Props up to 8 ft., 1s.; over that height, 2d. per foot. Sets of timber up to 6 ft. by 6 ft. to be paid 3s. per set; over these dimensions 1d. per square foot.

Truckers' Wages.

8. Trucking shall be carried on either by co-operative contract or by day wage. If by day wages then the wages shall be as follows: From sixteen to seventeen years of age, 5s. 6d. per day; from seventeen to eighteen years of age, 7s. 6d. per day; from eighteen to nineteen years of age, 8s. 10d. per day; over nineteen years of age 10s. per day shall be paid.

Rope-road clippers to be paid as truckers. Horse-drivers to be paid as truckers.

Wages of other Underground Workers.

9. Miners and workers engaged on general shift-work to be paid not less than the following wages: 11s. 4d. per shift. Roadmen shall be paid 11s. 4d. per shift. Rope-road men shall be paid 10s. 10d. per shift.

Tonnage Rates.

10. The hewing rate shall be, where the height of the coal is, as follows (measurement being at right angles to floor)—4 ft., 2s. 7d. per ton; 4 ft. to 4 ft. 6 in., 2s. 6d. per ton; 4 ft. 6 in. to 5 ft., 2s. 5d. per ton; 5 ft. to 5 ft. 6 in., 2s. 4d. per ton; all over that height, 2s. 3d. per ton. 2s. per ton to be paid for fire-clay. Mullock, unsaleable coal, band, or clod, whether filled in or thrown back, to be paid for at the rate of 1s. 6d. per skip. Stone picked out of coal to be paid for at the rate of 1s. 10d. per skip. House-coal to be put back and stacked as instructed by the manager, for which 6d. per ton extra will be paid, based on the rate of 45 cubic feet to the ton. All pick-won coal to be paid double yardage when done under instructions from the manager.

Laying Roads and Sharpening Tools.

11. Miners to lay one road in their working-places. The company to provide sleepers, rails, and nails at the face for the miners to lay roads. Sleepers to be not more than 3 ft. apart. The company to sharpen all tools; all picks to be properly drawn and sharpened.

Boring.

12. Boring in roof, 4d. per foot up to 12 ft.; over that, 6d. per foot. Boring in floor, 1s. per foot.

Tamping.

13. The company shall provide tamping and deliver it at the face.

Engine-drivers' Wages.

14. Engine-drivers to be paid not less than the following wages per shift: First-class stationary, 11s.; second-class stationary and haulage, 10s.; first-class endless-rope, 10s. 6d.; firemen, 9s. 9d.; locomotive-driver, 11s.; pumpmen, 10s. 6d.; winchmen, 9s. 6d.

An engine-driver is deemed to be working when his engine is under steam, including crib-time.

Wet and Deficient Places.

15. (a.) Six hours at the face shall constitute a shift, and a payment of 3s. per man to be made to compensate for time lost. Should any dispute arise as to whether a place is a wet place, such dispute shall be decided by the manager and a union representative. If they fail to agree they shall appoint an umpire, whose decision shall be final.

(b.) If any miner is unable to earn shift wages through "curly" coal, stone, or fault of any kind coming in the bord, or a bord under 4 ft. high, the payment for working same shall be mutually agreed upon between the management and the worker. Failing such agreement the miner shall be transferred to a normal place, when the company shall have the right to work the alleged deficient place under dispute either by contract or shift wages.

Provision for Truckers going on Coal.

16. In the event of a vacancy or vacancies occurring on the coal any trucker over the age of twenty years shall have the right to ballot for such vacancy, provided he has been employed for two years on coal-mining, and provided also that after the ballot he shall have an experienced miner working with him on the coal for six months; provided also that not more than two truckers shall have the right to ballot during any quarter. This clause shall not apply to experienced adult miners, who shall only have the right to go on the coal with the consent of the manager.

Men ceasing to act as Checkweighers and Unclaimed Skips.

17. (a.) Miners who have been legally balloted in as checkweighers; and who, after having served a term or terms, get balloted out, shall have the right to return to their former work provided they were previously employed.

(b.) All unclaimed skips shall go to the Checkweigh Fund.

Regulation of Turns.

18. The turn of skips throughout the mine to be as evenly distributed as possible.

Wages of Surface-men.

19. The following shall be the minimum rates of wages to be paid to surface hands per shift: Blacksmith, first class, 12s.; second class, 10s. 6d. Fitters, 11s. Carpenters, 11s. Men about screens and picking conveyor, 9s.; other men, 9s. Tipper, 9s. 6d. Labourers, 9s. Boys: Fourteen to sixteen years of age, 4s. per day; sixteen to seventeen years of age, 4s. 6d. per day; seventeen to eighteen years of age, 5s. 6d. per day; eighteen to nineteen years of age, 7s. 3d. per day; nineteen years and over, 8s. per day.

Payment of Wages.

20. Wages to be paid fortnightly.

Holidays and Overtime.

21. (a.) The following shall be the recognized holidays: Nga-ruawahia Regatta Day, Good Friday and Saturday following, Easter Monday, Labour Day, Christmas Day, 26th December, 24th or 27th December as may be arranged, 1st and 2nd January, and 29th January.

(b.) The rate of overtime for underground workers and for work done by them on Sundays and holidays is fixed by the Coal-mines Amendment Act, 1908.

(c.) For all other workers the rate of overtime shall be time and a quarter. For work done by them on Sundays the rate shall be time and a half, and for work done on Good Friday, Christmas Day, and New Year's Day the rate shall be double time.

Tokens.

22. The company shall find all tokens and strings.

Starting New Hands.

23. (a.) In all cases where the company is starting new hands during the term of this agreement it shall be the duty of the management of the said company to acquaint such new employees of the fact that the employers and the workers of the Pukemiro Collieries (Limited) are working under an industrial agreement, and that such worker, being a new employee of the company, is required to join the workers' union, as it is with that body and not with the individuals the company deals and executes its agreements. In all cases when the company is reducing hands, should there be unionists and non-unionists working for the said company, other conditions being equal, unionists shall have the preference of employment.

(b.) No official of the company shall be a member of the union.

Disputes.

24. Should any matter arise during the term of this industrial agreement and not herein provided for, such matter shall be referred to the manager and representative of the union appointed for the purpose with a view of coming to terms; or, in case they cannot come to an agreement, the matter shall be referred to the Conciliation Commissioner of the district, whose decision shall be final.

Rights of Manager.

25. Any workman employed on wages shall perform any class of work he may be required to do in or about the mine, and if requested by the manager or his deputy shall remove from one place to another where his services are for the time being required. If he shall be removed from work for which a higher payment is

provided by this agreement than for the work to which he is removed he shall nevertheless be paid the wages he was receiving for the work from which he was removed. If the work to which he is removed is paid for at a higher rate than that from which he is removed then he shall be paid the rate provided for such work to which he is removed.

Notice to be given.

26. A fortnight's notice in writing shall be given before a worker is discharged, and *vice versa*. In the event of any worker committing a breach of the Coal-mines Act or any of the General or Special Rules, or refusing or neglecting to carry out the instructions of the management, he shall be subject to instant dismissal.

Absence from Work.

27. No workman shall absent himself from duty during his proper working-hours when his attendance is required. Should any workman absent himself for more than two consecutive days without the sanction of the manager—unless such absence is due to accident or unavoidable sickness—his position may be filled, and the person so displaced shall not have any claim for payment in lieu of notice.

Special Headings.

28. For the purpose of mining development special headings may, subject to the provision of clause 3, be driven by three shifts as the manager may direct, for which 4d. per ton and 2s. per yard extra shall be paid.

Fatal Accidents.

29. In the event of a fatal accident occurring at the company's mine it shall be lawful for the workers at the mine where the accident occurred to cease work for the remainder of the day on which the accident occurred: Provided that it shall be lawful for all the company's workers to cease work for a full day for the purpose of attending the funeral of the deceased worker, but not further or otherwise.

Under-rate Workers.

30. Any worker who considers himself incapable of earning the minimum rate of wage fixed by this agreement 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; and such Inspector in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector may think fit to consider after hearing such evidence and argument as the union and such worker shall offer. In the event of the union and Inspector of Awards failing to agree the matter shall be referred to the Conciliation Commissioner of the district, whose decision shall be final. Whenever occasion arises for so fixing the worker's wage it shall be fixed for such period, not exceeding six months, as such

Inspector or such Conciliation Commissioner shall determine, and after the expiration of the said period 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 the manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or Conciliation Commissioner may think fit. Notwithstanding the foregoing it shall be competent for a worker to agree with the union upon such wage without having the same so fixed.

War Bonus.

31. The company will during the currency of the present war, or if peace is declared before the expiration of twelve months from date hereof then during such period of twelve months, pay an additional bonus of 10 per cent. upon the wages fixed in this agreement.

Term of Agreement.

32. This industrial agreement shall come into force on the 18th day of March, 1916, and shall continue in force until the 17th day of March, 1917, or until superseded by another agreement.

In witness whereof the parties have executed these presents this 13th day of March, 1916.

The common seal of Pukemiro Collieries (Limited) was hereto affixed in the presence of—

[SEAL.]

J. CATCHPOLE, Director.
EDWARD S. WIGHT, Director.
C. M. RICH. WHITE, Secretary.

Witness—W. Scott, clerk, Northcote, Auckland.

Signed for and on behalf of the Pukemiro Coal-mine Workers' Industrial Union of Workers—

[SEAL.]

WILLIAM SEDDON, President.
WILLIAM WILCOX, Secretary.

Witness—W. Scott, clerk, Northcote, Auckland.