

(4300.) DENNISTON ENGINE-DRIVERS, FIREMEN, BRAKESMEN, CARPENTERS AND JOINERS, BLACKSMITHS, AND FITTERS.—AWARD *RE* WESTPORT COAL COMPANY (LIMITED).

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 Westport Coal Company (Limited) (hereinafter called “the employers”) and the Denniston Engine-drivers, Firemen, Brakesmen, Carpenters, Joiners, Blacksmiths, and Fitters’ Industrial Union of Workers (hereinafter called “the union”).

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 as from the 20th day of April, 1916, and shall continue in force until the 20th day of April, 1917, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 May, 1916.

T. W. STRINGER, Judge.

#### SCHEDULE.

Clause 1. Engine-drivers, brakemen, and any first-class certificated engine-driver when employed in charge of pumps, 11s. 4d. per shift. Drivers of air-engines not requiring certificates, or firemen requiring second-class certificates, 10s. 6d. per shift. Firemen not certificated, 10s. per shift. Assistant firemen, fifteen to sixteen years of age, 6s. per shift; sixteen to seventeen years of age, 7s. per shift; seventeen to eighteen years of age, 8s. per shift; eighteen to nineteen years of age, 9s. per shift. 6d. per shift extra to be paid to engine-drivers on third shift. Youths paid according to age scale.

Clause 2. All shifts to be eight hours on engines and boilers, exclusive of meal-time. If required to work overtime in steam-raising or banking of fires overtime shall be paid at ruling rates, but no such overtime shall be paid when at other periods they relieve each other mutually or for private reasons. When two or more shifts are worked the men on each shift shall change in turn.

Clause 3. *Overtime*.—All time worked beyond eight hours in any one day, and time worked on the award holidays provided for herein, shall be paid for at the rate of time and a quarter. The time worked on Sundays shall be paid for at the rate of time and a half, except when the work is continuous, when ordinary rates shall be paid. Four hours extra shall be allowed each week for washing out boilers, but if double or treble shift is worked then only the first driver 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.

Clause 4. *Holidays*.—Holidays to be the same as those agreed upon between the Westport Coal Company (Limited) and the Coalminers' Industrial Union of Workers.

Clause 5. Flue-cleaning, double time; and work done in connection with the Government annual inspection of boilers to be time and a half.

Clause 6. Engine-drivers and firemen to get preference of employment at all repairs to their engines and boilers with the engineers should other assistance be required.

Clause 7. Preference of employment shall be given to members of this union, and the management shall notify any engine-driver starting work to join the union.

Clause 8. Drivers of haulage-engines or winches, where their time is not fully occupied in driving, shall perform any class of work they may be called upon to do.

Clause 9. If any worker is from any cause unable to earn the minimum wage provided for by this agreement for any class of work referred to herein and at which 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 district manager at Denniston for the time being of the company.

Clause 10. 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.

Clause 11. *Notice of Dismissal or Retirement.*—Fourteen days' notice in writing of dismissal or retirement shall be given by the employer to the worker, or by the worker to the employer.

Clause 12. *Wages.*—The following shall be the minimum rates of wages for workers referred to in this clause:—

	Per Shift.
	s. d.
Blacksmiths, second and third fires	11 0
Adult strikers	9 0
Blacksmiths' apprentices—	
Under fifteen years of age	3 0
Fifteen to sixteen years of age	4 0
Sixteen to seventeen years of age	5 0
Seventeen to eighteen years of age	6 0
Eighteen to nineteen years of age	7 0
Nineteen to twenty years of age	8 0
Over twenty years of age	9 0
First-class fitters and turners	11 6
Second-class fitters and turners	11 0
First-class carpenters	11 0
Second-class carpenters	10 6
Tub-repairers	10 0

Clause 13. *Matters not herein provided for.*—Anything not herein provided for shall be arranged between the district manager and the executive of the union, and failing a satisfactory agreement being arrived at between them the matter in dispute shall be submitted to the Judge of the Arbitration Court, whose decision shall be final.

Clause 14. *War Bonus.*—A war bonus of 10 per cent. shall be paid on the gross earnings of all employees working under this award.

Clause 15. *Term of Award*.—This award shall come into force on the 20th day of April, 1916, and shall continue in force until the 20th day of April, 1917.

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 23rd day of May, 1916.

T. W. STRINGER, Judge.

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MEMORANDUM.

The parties to this dispute entered into an agreement between themselves, and this, at their request, has been embodied in an award.

T. W. STRINGER, Judge.

NOTE.—Section 90, subsection (1) (*d*), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiration of the currency of the award, the award shall continue in force until a new award has been duly made or an industrial agreement entered into, except where the registration of an industrial union of workers bound by such award has been cancelled.

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