

(4301.) DENNISTON COAL-MINE EMPLOYEES.—AWARD *RE* WEST-
PORT 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 Coal-miners’ 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 from the 18th day of April, 1916, and shall continue in force until the 18th 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. *Solid Workings*.—When colliers are employed mining coal by hand-labour at tonnage rates in bords the following provisions shall apply:—

Tonnage rates on all solid workings to be as follows: From 3 ft. to 3 ft. 6 in. thick, 4s. per ton of coal; from 3 ft. 6 in. to 4 ft. thick, 3s. 6d. per ton of coal; from 4 ft. to 4 ft. 6 in. thick, 2s. 10d. per ton of coal; from 4 ft. 6 in. to 5 ft. thick, 2s. 6d. per ton of coal; 5 ft. and over thick, 2s. 4d. per ton of coal. 2d. per ton shall be paid above ordinary rates in Wareatea section, Cascade Mine, from head of main jig to working-faces. This increase shall apply to pillars also, but shall not apply to Wareatea Extension area.

All places 6 ft. and under to be single places.

When hewers are engaged to produce coal by hand-labour at shift-wages they shall be paid at the rate of not less than 12s. per shift.

This clause is to apply to coal-miners only, and such coal-miners shall have the right, if they so desire, to be paid tonnage rates as prescribed by this agreement.

Clause 1A. All places rising at a grade of 1 in 2 or more to be paid 1½d. per ton above ordinary rates. From the end of the flat rails or beginning of grade any distance coal has to be thrown over 25 ft. must be arranged for between the union executive and the management.

Not more than six pairs of men shall be employed on the third shift, and then for development purposes only, except in cases of emergency, when the management shall have the undisputed right to work the number required to cope with such cases of emergency. A case of emergency shall mean any unforeseen circumstance that will impede or interfere with the working-operations in any section of the mine. 2d. above ordinary rates shall be paid for three-shift places or places where the dog-watch is worked. 6d. per shift extra to be paid truckers and shift-men on dog-watch only.

Clause 2. *Breaking away Bords.*—When bords are broken away narrow, narrow-work rates shall be paid for 3 yards; 2 yards shall be driven narrow before commencing to widen out. Bords to be 18 ft. wide, but in case of bad roof the manager shall have the right to reduce the width to not less than 16 ft.

Clause 3. *Yardage Rates.*—Narrow work, 6 ft. wide, 7s. per yard; 9 ft. wide, 6s. per yard; 12 ft. wide, 5s. per yard. Wet dip headings as per arrangement between the management and the committee of the union.

Clause 4. *Taking up Bottom Coal.*—When taking up bottoms in bords the full width, any thickness down to 3 ft. 6 in., 2s. per ton; 3 ft. 6 in. down to 2 ft. 6 in., 2s. 4d. per ton; below 2 ft. 6 in. to be a deficient place. When taking up bottoms from 12 ft. to 9 ft. wide, 1s. per yard; from 9 ft. to 6 ft. wide, 2s. per yard.

Clause 5. *Pillars.*—If ordered to drive any width from 9 ft. to 12 ft. inclusive through a pillar for the purpose of extracting that pillar the miner shall be paid 4s. per yard on pillar tonnage rates. If the length of the split driven exceeds 25 yards then solid tonnage and yardage rates shall be paid for any distance in excess of 25 yards such split has to be driven. If ordered to drive narrow through a pillar for the purpose of extracting another pillar solid yardage and tonnage rates shall be paid. Should the miner be removed from such narrow work by the management before extracting any of the pillar so driven through, for any cause other than the ordinary caving, he shall be paid solid yardage and tonnage rates. A block of coal detached from the solid shall constitute a pillar. A pillar shall be deemed to be detached where not more than 4 ft. of bottom coal has been left on in first working. The aforesaid widths shall not apply to the old tunnel pillars at Denniston, which may be driven through narrow down to 6 ft. at said yardage rates.

Clause 6. *Pillar Rates.*—Prices to be paid for pillars to be as follows: Coal from 3 ft. 6 in. to 4 ft. thick, 3s. per ton; coal from 4 ft. to 5 ft. 6 in. thick, 2s. 3d. per ton; coal from 5 ft. 6 in. to 6 ft. 6 in. thick, 2s. 1d. per ton; coal from 6 ft. 6 in. to 9 ft. thick, 2s. per ton; coal from 9 ft. and over, 1s. 11d. per ton. 1d. per ton shall be paid above ordinary rates for pillar coal in Kiwi section of Denniston Mine. Below 3 ft. 6 in. to be a deficient place.

Clause 7. *Single Places*.—All places below 6 ft. in height to be single places. The manager to have the right to put on two men if he considers it necessary.

Clause 8. *Top Coal*.—Tops to be classed as pillars and worked out when required at the tonnage rates awarded to be paid for the heights of adjoining pillars. Where tops are worked out in bords only, any thickness down to 3 ft. 6 in., the tonnage rates for the adjoining pillars shall be paid. From 3 ft. 6 in. down to 2 ft. 6 in., 2s. 4d. per ton; below 2 ft. 6 in. to be a deficient place. This clause not to apply to brushing roads.

Clause 9. *Stone Scale*.—In any height of coal up to 6 ft. thick, if stone in coal or stone on top of coal which cannot be kept up, the price to be paid shall be, for anything up to the first 3 in. 1d. per ton, and $\frac{1}{2}$ d. per ton per inch afterwards. Before any stone scale comes into force the stone must be of sufficient thickness to necessitate its being picked out of the coal. Where stone exists in coal or on top of coal over 6 ft. and up to 8 ft. in height, the price to be paid shall be at the rate of $\frac{1}{4}$ d. per ton per inch up to 2 ft.; from 2 ft. to 3 ft., $\frac{1}{8}$ d. per ton per inch; over 3 ft. of stone the place shall be a deficient place. Where a coal roof is made to keep up stone on coal over 6 ft. and up to 8 ft. in height, the miner shall be paid $1\frac{1}{2}$ d. per ton in lieu of the stone scale. Where a hard stone intrusion occurs in the seam which cannot be removed in the ordinary course of working, but which for the proper working of the place is necessitated to be shot down, if the miner is ordered to do this work he shall be paid for shooting down and removing this stone at shift-wages.

Clause 10. *Cavilling*.—All places which the company desires to be worked by hand-labour at tonnage rates shall be cavilled for every three months; all places which are to be included in the cavil shall be distinctly marked before the cavil is drawn. Two scrutineers appointed by the union shall see that places are marked. Any place not having fourteen days' work in it at the time of cavilling must have another place cavilled along with it.

(2.) Where men have to remove to another section during the quarter the last cavil (or highest number) shall be the first shifters. They shall have the first claim on the section from which they were removed. This rule shall not apply where men are temporarily removed for one week or less.

(3.) If more than one set of men are out of a place at the same time they must cavil for the new places. If a cavil runs out during a quarter the men working in such cavil shall have first claim on any new range of pillars starting in the same section.

(4.) Where more than one set of men are cavilled to the same range of pillars the lowest number has the first claim on the first pillar, highest number first claim on the second pillar, and so on in rotation; no more than two sets of men to be cavilled on any one range of pillars.

(5.) In the event of a pillar having to be split the split becomes the head of the cavit, and must be driven by the men belonging to the pillar.

(6.) If two or more places are started on a pillar the men belonging to the pillar can claim any place, provided no other men are working in any of the places.

(7.) Where men are working on another man's cavit and have to remove they must get sixteen clear working-hours' notice to allow them to square up; such notice to be given by the firemen or deputy.

(8.) Any dispute arising out of the cavit shall be referred to the scrutineers, whose decision shall be final.

(9.) In the case of any working-place left in bad working-condition at any time the men cavilled to such place shall report same to the manager or underviewer, and they, together with the union scrutineers, shall examine the place so complained of, and if the complaint is 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 mine clerk to the men entitled to receive same. If the complaint be not sustained, then the complainants shall pay the cost incurred.

(10.) Where men have been cavilled to a place which is stopped for any cause whatever during the cavit, and restarts again, they must go back to their original cavit.

Clause 11. *Timbering*.—Ordinary sets of timber in bords, levels, and headings, 3s. per set. Special timber—that is, sets over 8 in. in diameter at the small end and 9 ft. lengths, 3s. 6d. per set; 12 ft. lengths, 4s. 6d. per set; over 12 ft. to 15 ft. long, 5s. 6d. per set; if blinded, 2s. per set extra. Miners to keep timber 12 ft. back from the working-face in solid workings; over the said distance to be kept by the management.

Clause 12. *Truckers and Horse-drivers*.—Trucking to be done by contract or by shift-work at the option of the company. If let by contract the contractor shall pay to the persons employed by him not less than the minimum rates fixed for shift-work and set out in this clause. If trucking is done by shift-work the following shall be the minimum rates: For truckers nineteen years and over, 10s. 6d. per day; eighteen to nineteen years of age, 9s. per day; seventeen to eighteen years, 8s. per day; sixteen to seventeen years, 7s. per day; under sixteen years, 6s. per day.

Clause 13. *Water in Working-places*.—Water to be removed from the working-places by the company, and if the water is not out when the miner starts work he shall remove it and be paid for its removal.

Clause 14. *Check-weigh Fund*.—The company to deduct the check-weigh money from the wages of each miner if authorized by such miner to do so under the provisions of the Wages Protection

and Contractors' Liens Act, 1908. Miners who have been legally balloted in as check-weighers, and who after having served a term or terms get balloted out, shall be eligible for any vacancy or vacancies occurring in the mine, provided such check-weighers shall have been in the employ of the company at the time of their election.

Clause 15. *Unclaimed Boxes*.—The number of unclaimed boxes to go to the check-weigh fund to be agreed upon between the management and the check-weigher, and to be proportionate to the tonnage of the miners' and company's coal.

Clause 16. *Hours of Labour*.—The hours of work underground to be in accordance with the Coal-mines Act, 1908, and its amendments. The travelling-time to and from underground as at present in force by mutual agreement shall continue to be the same during the currency of this agreement. The hours of workers employed above ground shall be eight hours, exclusive of meal-time.

Clause 17. *Tamping*.—The company shall provide tamping, and place it convenient for the truckers to take into the face.

Clause 18. *Men out of Work*.—So long as there are sufficient capable men at Denniston out of work the company shall employ these, either by contract or by day labour, provided they are willing to work at ruling rates. This clause only applies to those men employed by the company and discharged during the term of this agreement or the preceding agreement.

Clause 19. *Turn of Tubs*.—The turn of trucks throughout the mine shall be regulated as evenly as possible.

Clause 20. *Youths going on Coal*.—Youths having been employed in the mine for two years and over, and being over the age of eighteen years, shall have preference, whenever practicable, before outsiders if men are wanted to go on the coal.

Clause 21. *Starting Machines*.—When the company is starting machines the men then employed hewing coal shall have the preference of employment if they are competent.

Clause 22. *Accident Inspection*.—Miners' representatives to be permitted to visit the scene of any accident with the manager; the names of representatives to be lodged with the mine-manager.

Accidents.—In the case of any accident occurring in the mine and the injured man has to be carried out, the deputies shall select the necessary men required, and they shall be paid for the time lost.

Fatal Accidents.—In the event of a fatal accident occurring in any of the collieries the workers in such colliery shall cease work immediately, and they shall also be idle on the day of the funeral.

Clause 23. *Right to work Mines by Machinery*.—The company shall have the undisputed right to work any part or the whole of the mines by machinery on giving fourteen days' notice to each individual collier employed in those places where machinery is to be introduced.

Clause 24. *Shift-wages*.—The following shall be the minimum rate of wages per shift for men employed on shift work:—

	Per Shift.
	s. d.
Fillers following machines	11 0
Machines actuated by compressed air	11 0
Borers, shooters, and shot-firers	12 0
Tippers	10 0
Shift-men	11 0
Colliers on tonnage rates if taken for other work	12 0
Men in charge of rope-road	10 0
Rope-road workers—	
Over nineteen years of age	10 0
Eighteen to nineteen years	8 0
Seventeen to eighteen years	7 0
Sixteen to seventeen years... ..	6 0
Fifteen to sixteen years	5 0
Under fifteen years	3 6
Yardmen	10 0
Adult outside labour not specified in this agree- ment	10 0
Screen-workers—	
Nineteen years and over	9 0
Eighteen to nineteen years	7 0
Seventeen to eighteen years	6 0
Sixteen to seventeen years	5 0
Fifteen to sixteen years	4 0
Under fifteen years	3 6
Machine apprentices, youths sixteen years and over	5 6

After first twelve months, 1s. per day increase;
next twelve months, 1s. per day increase.

Clause 25. *Overtime and Holidays*.—Overtime shall be paid at the rate of time and a quarter. Holidays: Easter Monday and Tuesday, King's Birthday, Labour Day or any other day substituted for Labour Day, 25th, 26th, and 27th days of December, and 1st and 2nd January. Miners employed on Sundays and holidays to be paid at the rate of time and a half, in conformity with clause 2 of the Coal-mines Amendment Act, 1908.

Clause 26. *Starting New Hands*.—In all cases where the company is starting new hands during the term of this agreement it shall be the duty of the company to inform every new worker that the employers and workers are working under an industrial agreement, and that such worker is required to become a member of the union. In all cases where the company is reducing hands, should there be unionists and non-unionists working for the said company, unionists shall have the preference of employment.

Clause 27. *Wet Places.*—All wet places shall be six-hour shifts “bank to bank,” and two hours at the rate of 2s. per hour shall be paid extra per shift for men on contract. If any dispute shall arise as to whether a place is a wet place such dispute shall be decided by the manager and the scrutineers of the union. If they shall not agree, then the matter shall be referred for decision to some person mutually agreed upon, such decision to be accepted by both parties. No workman shall leave his working-face without the permission of the manager or underviewer, otherwise his claim will not be considered.

Clause 28. *Providing Tools.*—The company to provide tools for all shift-men; each man to be responsible for his own tools.

Clause 29. *Performing any Class of Work.*—Any workman employed on wages at so-much per day 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 wage he was receiving for the work from which he is 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.

Clause 30. *Under-rate Workmen.*—If any worker is from any cause unable to gain the minimum wage provided by this agreement for any class of work for 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 local manager of the respective mines for the time being of the company. The term “worker” shall mean either a man or a youth, as occasion may arise.

Clause 31. *Cadets.*—Clauses 24 and 30 not to apply to mining cadets.

Clause 32. *Workers around Bins.*—Coke-oven workers to be paid 10s. per shift.

Clause 33. *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 34. *Matters not provided for.*—Anything not herein provided for shall be arranged for between the local 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 35. *War Bonus.*—A war bonus of 10 per cent. shall be paid on the gross earnings to all employees working under this agreement.

Clause 36. *Term of Award.*—This award shall come into force on the 18th day of April, 1916, and shall continue in force until the 18th 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.

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.
