

(4318.) GREY AND BULLER COAL-MINES DEPUTIES.—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 Grey and Buller Coal-mines Deputies' 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 Brunner Coal Company (Limited).
- The North Brunner Coal Company (Limited).
- The Paparoa Coal Company (Limited).
- The State Coal-mines, Point Elizabeth.
- The Westport Coal Company (Limited).
- The Westport-Stockton Coal Company (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, 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 8th day of May, 1916, and shall continue in force until the 7th day of May, 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 31st day of May, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Clause 1. Wages to be £4 per week. The manager to endeavour to arrange as far as possible that where men are required to work unduly long hours an equivalent amount of time off shall be allowed during the year. It is also understood that as far as practicably possible the management shall endeavour to abolish overtime except in cases of emergency.

Clause 2. The question of whether an assistant shall accompany a fireman on his rounds shall be determined at each separate colliery concerned between the deputies and the management.

Clause 3. The number of men each deputy has to look after to be treated on its merits according to the conditions existing in the section.

Clause 4. Material shall be placed at the lay-bys or other convenient places for the truckers to take to the working-faces.

Clause 5. In starting new places or sections of places special hands shall be employed to prepare any such place for the collier to start therein if such preparation interferes with the ordinary duties of the deputy.

Clause 6. All deputies shall be allowed the privileges of travelling the return from their own sections at frequent intervals.

Clause 7. The examining firemen shall be allowed the privilege of visiting all working-places occasionally in their examining districts so as to become personally acquainted with the men working therein. This clause shall apply to the Point Elizabeth State Mine only.

Clause 8. Where men are being dispensed with any deputy feeling aggrieved shall have the right of appeal.

Clause 9. Deputies in charge of sections shall be at their appointed places and see the work start each shift; they shall also see that every possible precaution shall be taken for the safety of life and limb to those under their supervision, and shall before leaving see that all workmen are out of the sections; and, further, they shall report the result in a book kept for the purpose in the underviewers' cabin.

Clause 10. As soon as any man with a certificate starts on deputy work he shall be informed by the manager that he must join the deputies' union, and he must forthwith leave the miners' union.

Clause 11. Should any circumstances arise to necessitate any member of the union to commence to get coal he shall be entitled to a cavit at the cavils.

Clause 12. Holidays: Easter Monday and Tuesday, Labour Day or any other day substituted for Labour Day, Christmas Day, Boxing Day, 1st and 2nd January, or any equivalent number of days at some other time throughout the year, with an additional holiday of six days to be taken at some convenient time to be arranged between the management and the deputy.

Clause 13. Fourteen days' notice of dismissal or retirement shall be given by the employer to the worker, or by the worker to the employer.

Clause 14. In the event of a dispute arising during the term of this award and not herein provided for the matter shall be dealt with at a conference between the management and the committee of the union.

Clause 15. War bonus: A war bonus of 10 per cent. shall be paid on the gross earnings to all employees working under this award.

Clause 16. This award shall come into force as from the 8th day of May, 1916, and shall continue in force until the 7th day of May, 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 31st day of May, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

The parties to this award arrived at a settlement of the matters in dispute, and at their request the Court has embodied the terms of their agreement 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.