

WESTLAND INDUSTRIAL DISTRICT.

(4692.) WESTPORT COAL COMPANY (LIMITED).—AGREEMENT *RE* DENNISTON ENGINE-DRIVERS, FIREMEN, BRAKESMEN, CARPENTERS AND JOINERS, BLACKSMITHS, AND FITTERS.

In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, and of an industrial dispute between the Westport Coal Company (Limited) and the Denniston Engine-drivers, Firemen, Brakesmen, Carpenters, Joiners, Blacksmiths, and Fitters' Industrial Union of Workers.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, this 4th day of June, 1917, between the Westport Coal Company (Limited) and the Denniston Engine-drivers, Firemen, Brakesmen, Carpenters, Joiners, Blacksmiths, and Fitters' Industrial Union of Workers. It is hereby agreed between the said parties hereto as follows:—

Clause 1. Engine-drivers, brakesmen, 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, 7s. per shift; seventeen to eighteen years, 8s. per shift; eighteen to nineteen years, 9s. per shift. Sixpence per shift extra to be paid 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 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. 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 will 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 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 rate 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 for 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.

War Bonus.—A war bonus of 20 per cent. shall be paid on the gross earnings to all employees working under this agreement.

This agreement shall come into force on the 4th day of June, 1917, and shall continue in force during the duration of the war and for six months thereafter, provided that such term shall not exceed a period of three years from the date of this agreement.

In witness whereof the parties thereto have hereunto set their hands, this 4th day of June, 1917, at Denniston, in the Dominion of New Zealand.

For the Westport Coal Company (Limited) Industrial Union of Employers—

J. C. BROWN, District Manager.

A. G. MARSHALL, Local Manager.

Witness—T. Brown, Clerk, Denniston.

For the Denniston Engine-drivers, Firemen, Brakesmen, Carpenters, Joiners, Blacksmiths, and Fitters' Industrial Union of Workers—

F. BALL, President.

R. SEDDON, Secretary.

[SEAL.]

Witness—T. Brown, Clerk, Denniston.

NOTE.—Section 25, subsection (4), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiry of the term of the industrial agreement, it shall continue in force until superseded by another industrial agreement or by an award of the Court of Arbitration, except where the registration of an industrial union of workers bound by such agreement has been cancelled.