

(4693.) WESTPORT COAL COMPANY (LIMITED).—AGREEMENT *RE* MILLERTON AND GRANITY ENGINE-DRIVERS, FIREMEN, BRAKESMEN, BRICKLAYERS, BLACKSMITHS, CARPENTERS, 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 Millerton and Granity Engine-drivers, Firemen, Brakesmen, Bricklayers, Blacksmiths, Carpenters, and Fitters' Industrial Union of Workers (registered No. 1042).

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, this 5th day of June, 1917, between the Westport Coal Company (Limited) and the Millerton and Granity Engine-drivers, Firemen, Brakesmen, Blacksmiths, Carpenters, and Fitters' Industrial Union of Workers. It is hereby agreed between the said parties hereto as follows:—

Clause 1. *Engine-drivers and Firemen.*—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.

Clause 2. *Hours of Work for Engine-drivers.*—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. When two or more shifts are worked the men on each shift shall change in turn.

Clause 3. *Overtime (Engine-drivers, Firemen, &c.).*—All time worked beyond eight hours in any one day, or time worked on the award holidays, 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. When men working continuous shifts are changing shifts on Sunday four hours shall be allowed for changing instead of two as at present, but no such overtime shall be paid when at other periods they relieve each other mutually for private reasons. 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 shall be paid for at the rate of double time, and work done in connection with the Government annual inspection of boilers at the rate of 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 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. 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 10. *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 11. *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 management he 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, then 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 12. *Under-rate Workmen.*—If any worker is from any cause unable to gain the minimum wage provided for 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 youth as occasion may arise.

Clause 13. *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
Tool-sharpeners and horse-shoers	...	11	0
Blacksmiths' strikers—			
Under fifteen years of age...	...	3	6
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

			Per Shift.	
			s.	d.
First-class carpenters	...	...	11	0
Second-class carpenters	...	...	10	6
First-class fitters and turners	...	...	11	6
Second-class fitters and turners	...	...	11	0
Bricklayers	...	...	14	0
Dynamo-attendant	...	...	10	0
Coke-oven workers	...	...	10	0
Clipmakers (smith's apprentices or strikers) according to age scale; maximum	...	...	10	0
Tub-repairers—Adults	...	...	10	0
	Youths as per age scale.			
Electric wires	...	...	10	0

Clause 14. *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 15.—*Matters not herein provided for.*—Anything not herein provided for shall be arranged for between the local district managers and the executive of the union. 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 16. *War Bonus.*—A war bonus of 20 per cent. shall be paid by the Westport Coal Company (Limited) to all its employees on their gross earnings under this agreement or award.

This agreement shall come into force on the 5th 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 5th day of June, 1917, at Granity, in the Dominion of New Zealand.

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

J. C. BROWN, District Manager.

WM. McCORMACK, Local Manager.

Witness—William Brown, Clerk, Granity.

For the Millerton and Granity Engine-drivers, Firemen, Brakesmen, Bricklayers, Blacksmiths, Carpenters, and Fitters' Industrial Union of Workers (registered No. 1042)—

THOS. PORTER, President.

P. P. POWER, Secretary.

[SEAL.]

Witness—F. A. Smith, Engine-driver, Millerton.

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.