

WESTLAND INDUSTRIAL DISTRICT.

(4712.) WESTLAND ENGINE-DRIVERS AND FIREMEN.—AGREEMENT
RE BLACKBALL COAL COMPANY (LIMITED), PAPAROA COAL
COMPANY (LIMITED), AND STATE COAL-MINES AT LIVERPOOL
AND POINT ELIZABETH.

In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and of an industrial dispute between the Westland Engine-drivers, Firemen, Motormen, Brakesmen, Pumpmen, Blacksmiths, and Electricians' Industrial Union of Workers and the Blackball Coal Company (Limited), the Paparoa Coal Company (Limited), the State Coal-mines, Liverpool and Point Elizabeth.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, this 19th day of July, 1917, between the Westland Engine-drivers, Firemen, Motormen, Brakesmen, Pumpmen, Blacksmiths, and Electricians' Industrial Union of Workers and the Blackball Coal Company (Limited), the Paparoa Coal Company (Limited), the State Coal-mines, Liverpool and Point Elizabeth. It is hereby agreed as follows:—

SCHEDULE.

Rates of Wages.

1. Winding-engine driver hauling men, 12s. 6d. per shift; winding-engine driver not hauling men, 11s. 6d. per shift; drivers of engines requiring a first-class certificate, 11s. 6d. per shift; drivers of engines requiring a second-class certificate, 10s. 9d. per shift; fitters and turners, 12s. per shift; firemen and winchmen not certificated, 10s. per shift; certificated firemen or winchmen, 10s. 9d. per shift. Assistant firemen shall start at 6s. per shift, and be raised by annual increments of 1s. per shift.

Shifts.

2. All shifts shall be eight hours on engine and boilers exclusive of meal-times. If required to work the meal-hour or to work overtime in steam-raising or fire-banking overtime shall be paid at ruling rates. When two or more shifts are worked continuously the men on such shift shall change in turn.

Overtime.

3. (a.) Overtime shall be paid for at the rate of time and a quarter for the first two hours, after which time and a half shall be paid.

(b.) Time and a half shall be paid for Sunday work except where otherwise agreed.

(c.) All time worked on award holidays shall be paid for at the rate of time and a half. "Award holidays" shall mean such as are provided for in the Miners' award.

(d.) When workers are employed to clean flues, or to internally chip or clean boilers, or to prepare for Government inspection double time shall be paid.

(e.) When engines or boilers are run continuously time and a half shall be paid for Sunday work. "Continuously running" to mean where engines are run three shifts per day for the whole year. In case of breakdowns, *bona fide* stoppages for repairs, strikes, or where stoppage is arranged by mutual agreement they shall be deemed to run continuously.

(f.) Engine-drivers and firemen employed on continuous-running engines or boilers shall be allowed a half-day's holiday each month without pay.

Preference.

4. (a.) If any employer shall engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within seven days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 1s. per week.

Under-rate Workers.

5. (a.) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of such worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to such worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b.) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall be given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any worker whose wage is so fixed by reason of old age or permanent disability it shall be fixed for such longer period as such Inspector or other person shall think fit.

(c.) Notwithstanding the foregoing it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d.) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e.) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

General.

6. Proper and practical protection from the inclemency of the weather shall be provided at all boilers, engines, or machinery of any sort.

7. Where reasonably practicable all coal required for firing purposes shall be tipped conveniently to the furnaces for firemen.

Matters not provided for.

8. Anything not herein provided for shall be arranged between the manager and the executive of the Engine-drivers' Union, and failing a satisfactory agreement being arrived at between them the matters in dispute shall be submitted to an independent person to be mutually agreed upon. The ruling of such person shall be accepted by both parties for the term hereof.

War Bonus.

9. A war bonus of 20 per cent. on the gross earnings shall be paid to all employees working under the present award. This agreement shall come into force on the 19th day of July, 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.

10. Any member of the union working on three-shifted jobs shall be paid 6d. extra for the night shift.

In witness whereof the parties thereto have hereunto set their hands this 19th day of July, 1917, at Greymouth, in the Dominion of New Zealand.

For the Blackball Coal Company (Limited)—

WALTER LEITCH, Manager.

Witness—P. A. Macomish, Accountant, Blackball.

For the Paparoa Coal Company (Limited)—

J. A. C. BAYNE, Manager.

Witness—S. Sullivan, Clerk, Roa.

For the State Coal-mines, Point Elizabeth and Liverpool—

I. A. JAMES, Manager.

Witness—Geo. Millar, Engineer, Dunollie.

For the Westland Engine-drivers, Firemen, Motormen, Brakesmen, Pumpmen, Blacksmiths, and Electricians' Industrial Union of Workers—

EDWARD MCGUINNESS, President.

JAMES GOODALL, Secretary.

Witness—Charles Quinn, Greymouth.

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.