

(7439.) WESTLAND 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 and Underviewers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Blackball Coal Company (Limited), Christchurch.

Westport Coal Company (Limited), Dunedin.

Westport-Stockton Coal Company (Limited), Christchurch.

Receivers and Managers of the Paparoa Coal-mining Company (Limited), Wellington.

State Mines, Liverpool and Point Elizabeth, State Coal-mines Department, Greymouth.

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 a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided, and shall continue in force until the 10th day of November, 1924, 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 affixed, and the Judge of the Court hath hereunto set his hand this 3rd day of February, 1923.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Wages.

1. (*a.*) The rate of wages for deputies shall be £6 2s. 6d. per week.
- (*b.*) The rate of wages herein prescribed shall not be subject to revision in accordance with any general order of the Court made under the provisions of the Industrial Conciliation and Arbitration Amendment Act, 1921-22.

Hours of Work and Overtime.

2. (*a.*) So far as may be reasonably practicable the management shall endeavour to obviate the necessity for overtime for deputies, but when required to do so deputies shall work overtime.

(b.) When deputies are required to work overtime an equivalent amount of time shall be allowed off during the year.

Number of Men to each Deputy.

3. Each deputy shall look after such number of men as the manager decides to be necessary under the conditions of the mine section in which he is placed.

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

5. When new places or sections of places are to be prepared for colliers to start in, the deputies shall be given such assistance as may be necessary to enable them to prepare such places without interfering with their ordinary duties.

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

7. 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 is taken for the safety of life and limb of those under their supervision, and before leaving shall see that all workmen are out of the sections, and report all men out in a book kept for the purpose in the underviewers' cabin.

Sick-pay.

8. (a.) A deputy absent from work through sickness shall produce a medical certificate if so required by the employer, and the employer shall have the right to nominate the medical practitioner from whom such certificate shall be obtained.

(b.) A deputy shall be entitled to payment of wages during sickness, but not for any time exceeding three weeks in any one year in the case of a deputy with not less than six months' or more than twelve months' service, and six weeks in any one year in the case of a deputy with over twelve months' service.

9. 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.

10. Should any circumstances arise which necessitate any member of the union commencing to get coal he shall be entitled to have his name included in the general cavit.

Holidays.

11. Holidays shall be as per local miners' awards or industrial agreements, or an equivalent number of other days at other times of the year, which time shall be mutually arranged between the manager and the deputy. The total number of such holidays in the year to be twenty.

Wet Places.

12. (a.) Should a section be wet and the deputy claims wet time, the matter of whether he is entitled to this or not shall be decided by the mine-manager, who shall be the sole arbitrator.

(b.) If the employer makes provision for keeping deputies dry by supplying a suitable coat or otherwise no wet-time allowance shall be granted.

Notice.

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

Disputes.

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

15. In the event of a serious accident necessitating inspection of the scene of the accident by workmen's inspectors (miners) and an Inspector of Mines, a deputies' representative may also attend.

Scope of Award.

16. This award shall operate throughout the Westland Industrial District.

Term of Award.

17. This award in so far as it relates to wages shall be deemed to have come into force on the 11th day of November, 1922, and so far as all the other provisions of this award are concerned it shall come into force on the date hereof; and this award shall continue in force until the 10th day of November, 1924.

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 3rd day of February, 1923.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

This award is made at the request of all parties. The terms are those of a document intended to be filed as an industrial agreement but not executed in time.

[L.S.]

F. V. FRAZER, Judge.