

November 6th, 1923.

Having been appointed by the Whitehaven Colliery Company Limited, and the Cumberland Miners' Association, to act as Arbitrator in a dispute on terms and conditions of working at the Collieries of the Whitehaven Colliery Company Limited, I have heard the evidence submitted by the parties and have visited the pits at Whitehaven, and at other places in which the system of working is similar to that proposed to be adopted at Whitehaven.

During the course of the proceedings I have had the advantage of the services of Mr. W. L. Cook, J.P., as my assessor, and his advice and technical experience have been of great value to me.

In the course of the hearings certain terms and conditions were agreed between the parties, and for the sake of clarity and uniformity I have included the clauses relating thereto in my award.

I hereby award that the following price list, containing the contract rates, terms and conditions, and the general conditions of employment shall have effect in seams 4 feet 6 inches and over, including dirt at the top of coal, below the coal, and in the seam, at the William, Wellington, Haig and Ladysmith pits of the Whitehaven Colliery Company Limited, as from Monday, November 10th, 1923.

A. LOWES DICKINSON.

LONGWALL OR ROBBERY WORK.

1. Getting and filling coal with shovel as large as possible and free from dirt at per ton up to and including 8 ft. thick ... 2s. 0d. over 8 ft. thick ... 2s. 1d.

This price includes the following conditions:—

(a) Coal on any angle of cleavage.

(b) Setting of face timber in accordance with timbering rules, except that the setting of bars, where the seam is over 8 ft. thick, is to be optional on both sides. Special payment is provided for the setting of all bars.

(c) For the combined thickness of the various sections of dirt within the seam, inclusive of dirt on the coal head which comes down with the working of the coal, or dirt running directly underneath the coal and got up, the following scale:

WILLIAM PIT. inches per ton d.	WELLINGTON PIT inches per ton d.	LADYSMITH PIT inches per ton d.	HAIG PIT. inches per ton d.
0-8	2	3	Up to 3 ins. nothing
9-11	4	5	Over 3 ins. 1
12-13	7	8	
14-15	0	1	
16-17	11	12	
18-19	13	14	
20-21	15	16	
22-23	17	18	
24-25	19	20	
For every 2 ins. extra	21	22	For every additional 2 ins. complete inch above 3 ins.

(d) Trailing a maximum distance of 80 yards including gate, getting full tub ready for dispatch, and signalling haulage—Nothing. For each additional 10 yards or part thereof—1d. Special payment where the gradient exceeds 1 in 30 against the load, and 1 in 18 in favour of the load.

(e) Hewers to lay all rails and flat-sheets in-by side of pass-by points, and to be paid for each flat-sheet laid—0d.

(f) Number of men to work in a working place shall not exceed one to each 6 yards of face per shift.

(g) Apprentice Hewers at the Apprentice rates of the County shall work in each place, but the same are not to exceed one third of the total number in each place. Apprentice Hewers shall be those who have not had two years' experience on or about the coal face, other than those employed as hewers prior to the 15th May, 1923.

(h) Coal hewing morning and afternoon shifts. The Management reserve the right however to work night shifts when necessary.

(i) Hewers to do the gate ripping and any other work incidental to the Coal Face, if desired by the Management. Where not specially specified mutual arrangements of payment will be made.

(j) If blasting is required the men are to bore holes and the Company is to find explosives at their discretion.

2. Packs as directed by the Management, per square yard per foot thick
Up to 5 ft. high ... 4d.
Over 5 ft. high ... 4½d.

3. Building skeleton wood checks when requested by the Management, up to 5 ft. square
Over 4 ft. high up to 6 ft. high, each 2s. 3d.
Over 6 ft. high up to 8 ft. high, each 3s. 0d.

4. Cutting fast ends in stalls where ordered, or cutting extreme fast ends per yard 4s. 0d.

5. Recovering Coal Face, or siding over, when rib has been left by arrangement with the Management. Heading price to be paid.

6. Filling water ... per tub 7d.

7. Filling dirt ... do. 7d.

8. Emptying dirt, except into packs do. 7d.

9. Ripping in bind to dimensions ordered by the Management ... per cubic ft. 1'0d.

10. Ripping in rock to dimensions ordered by the Management ... per cubic ft. 2d. Men to bore holes (9 and 10) and to stow dirt to make gate end packs, including the shaping of man-holes where required, and the drawing of timber; the Company to find explosives in 9 and 10.

11. Setting wood bars, including two legs s. d.
from 5 ft. to 8 ft. high up to 7 ft. long ... 1 3
from 5 ft. to 8 ft. high over 7 ft. long to 12 ft. 1 9
from 8 ft. to 12 ft. high up to 7 ft. long ... 2 3
from 8 ft. to 12 ft. high over 7 ft. long to 12 ft. 3 0
over 12 ft. long ... Special

12. Straight work or headings 10 ft. wide and over, 4 ft. 6 ins. high and upwards, both as ordered by the Management, getting and filling coal with shovel as large as possible and free from dirt at per ton up to and including 8 ft. thick ... 2s. 0d. over 8 ft. thick ... 2s. 1d.

The price includes, and is subject to the following conditions:—

(a) Coal on any angle of cleavage.

(b) Setting of face timber in accordance with timbering rules, except that setting of bars where the seam is over 8 ft. thick is to be optional. Special payment is provided for the setting of all bars.

(c) For the combined thickness of the various sections of dirt within the seam, inclusive of dirt on the coal head which comes down with the working of the coal, or dirt running directly underneath the coal and got up, payment to be on the scale set out in Clause 1 (c) above.

(d) Trailing a maximum distance of 80 yards ... nothing. For each extra 10 yards or part. per ton ½d. The above includes the coupling of tubs to rope and signalling. If tubs are jiggered, payment for same to be mutually agreed.

(e) Hewers to lay all tub road extensions and flat-sheets, and to be paid for each flat-sheet laid ... 0d.

(f) Straight work to proceed three full coal hewing shifts.

(g) Three men per shift, where required by the Management where trailing exceeds 80 yards; under 80 yards optional to two men; not more than two men in any case where pneumatic jacks are in use; one man per shift in each heading shall, at the discretion of the Management, be an apprentice.

(h) If blasting is required the men to bore holes, and the Company is to find explosives at their discretion.

13. Yardage Rates s. d.
End on ... per yard 0 0
Bord on up to 30 degrees off bord do. 6 0
With pneumatic jacks, end on ... do. 6 0
do. bord on, up to 30 degrees off bord do. 4 0
Cutting man holes, the same rates as above.

Yardage rates in splits in Robbery Work. s. d.
6 yards and over ... nothing
under 6 yards, end on ... per yard 4 6
do. bord on, up to 30 degrees off bord do. 3 0

GENERAL.

14. In order to compensate workmen for the distance of the working place from the shaft, the pits shall be marked out in circular zones, to which the following extra payments should apply:

For all working places within ¼ miles from the shaft ... Nothing

For all working places over ¼ miles from the shaft for each quarter mile zone, extra on all prices ... 1 per cent.

This arrangement is subject to alteration consistent with improvements in travelling facilities.

15. All qualified hewers working in any other number to their own, will share in the earnings of the particular working place they are in for the number of shifts, and the Company will be responsible for deducting the amount for each working place, and will pay it over on one note on the pay day.

16. In all places where it is proved that the men cannot make wages at the price list rates, mutual allowance arrangements between the men affected and the Management shall be made to cover abnormalities. In the event of disagreement, the mode of procedure will be that laid down by the Cumberland Conciliation Board.

16a. When it can be proved that the workmen are unable to perform useful and remunerative work, owing to causes over which they have no control, the Colliery Company shall make an allowance to such working place to cover the loss. Each case must be reported during the shift, or at the end of the shift, to the official in charge of the District, who will enter it in a report book kept for the purpose.

17. When hewers are called upon by the Management to do other work, they will be paid not less than the basis day rate of the County.

When apprentices are called upon by the Management to do other work they will be paid the rate for the work they are called upon to do, provided such is not less than the Apprentice Hewer's County Rate.

18. Trailing of Tubs:

Extra payment for average gradients against the load per ton:

	For Standard 80 Yards.	For each Extra 10 yards or part thereof.
1 in 30 to 1 in 25	½d.	½d.
1 in 25 to 1 in 20	½d.	½d.
1 in 20 to 1 in 18	1½d.	½d.
1 in 18 to 1 in 15	2d.	½d.
1 in 15 to 1 in 12	2½d.	1d.

Extra payment for average gradients in favour of the load, per ton:

	For Standard 80 Yards.	For each Extra 10 Yards or part thereof.
1 in 18 to 1 in 15	1d.	½d.
1 in 15 to 1 in 12	1½d.	½d.

The above includes the coupling of tubs to ropes and signalling. If tubs are jiggered the payment for the same will be mutually agreed.

19. The above rates are the basis rates, and will be subject to the current percentage prevailing under the National Agreement Ascertainment, together with the addition of 12 per cent. for the reduction of eight hours to seven hours.

GENERAL CONDITIONS OF EMPLOYMENT.

1. The Company and the Management have the right to work the pits by any system or method upon which they may from time to time decide.

Hours of Working.

2. Coal winding shall proceed on two regular shifts, morning and afternoon, and where necessary one night shift. The Management will fix the hours of commencement of each shift as they think fit, but will make them as convenient to the men as possible.

Throwing In.

3. All qualified hewers working in their different working places on all shifts, shall join and share wages

Cavilling.

4. Hewers shall have the right of changing places by ballot in their respective seams at their respective pits, at the end of April and August, and during the Christmas Holidays. All coal working places shall be cavilled, and the number of men for each coal working place shall be as fixed by the Management. CAVILLING WILL TERMINATE AT THE BALLOT OF CHRISTMAS, 1924. The Management reserve the right to start any working places at any time, and to put in any workmen they choose, who have not been allotted to any working place by ballot.

In case of a vacancy, or if additional men are required for any working place, the men in such working place will have the option of selecting such additional workmen, subject to the approval of the Management, from the hewers who have not got a regular working place; failing such selection the Management will fill the vacancy. Other rules to safeguard the workmen's interests will be mutually agreed, and the present rules will be revised to suit the new conditions.

Working Places.

5. If any working place is not available or convenient the workmen shall attend and work to the directions of the official in charge. No man is to be compelled to go to any place that may be standing because of any dispute in regard to the price for such a place. Any person committing a breach of these Rules shall be deemed to have broken his contract of service.

Apprentice Hewers.

6. Apprentice hewers will be engaged at the Apprentice Rates prevailing in the County. If an Apprentice hewer is brought away from the face for other work, either the County Apprentice Rate, or the rate for the particular work which ever is the greater, shall be paid. The Apprentice, Hewers' Rates shall not apply to any men who are, at the date of this award, employed as hewers.

Dirt in Coal.

7. The Management have the right to test any tub at their option. Where the amount of dirt in any tub exceeds 18 lbs, a fine of 1/- will be imposed, and a further 1/- for each additional 18 lbs. of dirt.

Absenteeism.

8. Any workman who absents himself from work for two days in any one week, without a satisfactory reason to the Management, or a Doctor's note, shall be deemed to have broken his contract of service.

Contract of Service.

9. Fourteen days' notice shall be given by either side to terminate the Contract of Service, except where an employee has committed a breach of the conditions of employment of the Coal Mines Acts and Regulations, when he shall be liable to instant dismissal.

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