

(40.) KAITANGATA COAL-MINERS.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of an industrial dispute between the Otago Coal-miners' Industrial Union of Workers (hereinafter called "the Workers' Union") and the New Zealand Collieries, Railway, and Oil Company (Limited), (hereinafter called "the company").

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 Workers' Union by its representatives duly appointed, and having also heard the company by its representatives duly appointed, and having also heard the witnesses called and examined by and on behalf of the Workers' Union and of the company respectively, and cross-examined by the said parties respectively, doth hereby order and award that, as between the Workers' Union and the members thereof and the company, the terms, conditions, and provisions set out in the schedule hereto shall be binding upon the Workers' Union and upon every member thereof, and upon the company; 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 Workers' Union and

every member thereof and the company shall respectively do, observe, and perform every matter and thing by the said terms, conditions, and provisions on the part of the Workers' Union and the members thereof and on the part of the company respectively required to be done, observed, and performed, and shall not do anything in contravention of the said terms, conditions, and provisions, but shall in all respects abide by and observe 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 the sum of £100 shall be the maximum penalty payable by any party, person, or company in respect of any such breach: Provided, however (as provided by the 3rd section of "The Industrial Conciliation and Arbitration Act Amendment Act, 1898"), that the aggregate amount of penalties payable under or in respect of this award shall not exceed £500. And this Court doth further order that this award shall take effect from the 1st day of December, 1899, and shall continue in force until the 30th day of November, 1901.

In witness whereof the seal of the Court of Arbitration of New Zealand hath been hereunto affixed, and the President of the Court hath hereunto set his hand, this 30th day of November, 1899.

W. B. EDWARDS, J., President.

---

THE SCHEDULE REFERRED TO BY THE FOREGOING AWARD.

1. *Balloting for Places.*—Balloting for places shall take place every three calendar months, and shall be under the following rules:—

- (a.) Headings, levels, dips, pillars, and robbing-work to be balloted for specially.
- (b.) The names of those thrown out to be put in the general ballot.
- (c.) In case of blanks in the general ballot those drawing them to ballot for the first place or places to start or which may be vacant.
- (d.) Unsuccessful balloters for special places (if desirous) to ballot for the first special places to start or which may be vacant.
- (e.) One man to ballot for his place out of two or more men in the same manner as two or more men would ballot for one place.

*Piecework.*—The words "three boxes," where used herein, mean three boxes of the size now used in the mine, filled with coal up to the level of the sides of each box, and in the centre to the height of 6 in. above the level of the box.

2. Headings shall be paid for at the rate of 3s. 6d. for every three boxes and 7s. per yard when worked by one shift, and 3s. 6d. for every three boxes and 8s. per yard when worked by two shifts.

3. Levels shall be paid for at the rate of 3s. 6d. for every three boxes and 5s. per yard when worked by one shift, and 6s. per yard when worked by two shifts.

4. Bords 14 ft. wide to be paid for at the rate of 3s. 6d. for every three boxes.

5. Stentons not less than 12 ft. wide shall be paid for at the rate of 3s. 6d. for every three boxes, and 6s. per yard.

6. Pillars shall be paid for at the following rates: When taken back in the solid, 3s. for every three boxes; when taken back in strips, 3s. 6d. for every three boxes; or shift wages shall be paid.

7. Head coal shall be paid for at the rate of 3s. for every three boxes when there is not less than 6 ft. of a carry; when there is less than 6 ft. of a carry, shift wages shall be paid, or a rate for every three boxes shall be agreed upon.

8. *Shift Wages.*—Shift wages shall be 10s. per shift.

9. *Deficient Places.*—Deficient places shall be paid shift wages, and shall mean all places driven through faults or in faulty coal, or places less than 6 ft. wide or less than 4 ft. 6 in. high, and extremely hard places: Provided always that this clause is not to apply to stonework.

10. *Wet Places.*—Wet places shall be paid shift wages for six-hour shifts.

11. *Brushing Headings.*—Shift wages to be paid when brushing headings.

12. *Helpers.*—In headings where four or more bords or places are working a helper shall be supplied by the company. Where there are less than four places being worked the men shall receive extra rates for every three boxes proportionate to the loss sustained through the helper being taken away.

13. *Places where Piece-rates fixed.*—No coal shall be worked on shift wages in places where piece-rates have been fixed, except by special arrangement between the mine-manager and the local committee of the Workers' Union.

14. *Number of Workmen.*—No more than two workmen shall be employed in one place on the same shift, unless special arrangement has been made with regard to prices between the mine-manager and the local committee of the union.

15. *Hours.*—Hours shall be eight hours per shift at the face.

16. *Saturday Half-holiday.*—Saturday shall be a half-holiday when the mine has worked three full days previously in the same week.

17. *Idle Days.*—The horn shall be blown at 8.30 p.m. when the manager knows for certain that the next day will be an idle day.

18. *Timbering-work.*—Any timbering-work required to be done shall be paid for by shift wages.

19. The company shall cut all timber to the lengths required by the workmen, and place it in the working-places.

20. *Hot Places*—Hot places shall be fairly distributed, so that no workman shall be required to perform an undue proportion of work therein.

21. *Truckers' Wages*.—Truckers over nineteen years of age shall be paid not less than 7s. per day when employed by the day, and truckers under nineteen years of age shall be paid not less than 5s. per day when employed by the day; but a special wage less than the wage above mentioned may be fixed for any trucker by agreement between the mine-manager and the local committee of the Workers' Union.

22. *Matters not provided for*.—Any matter not provided for in this award may be settled by agreement between the company and the local committee of the Workers' Union.

23. *Preference of Unionists*.—If and after the Workers' Union shall so amend its rules as to permit any person of good character and sober habits now employed as a miner in this industrial district, and any other person now residing or who may hereafter reside in this industrial district who is of good character and sober habits, and who is a competent miner, to become a member of such union upon payment of an entrance-fee not exceeding 5s., and of subsequent contributions, whether weekly or not, not exceeding 6d. per week, upon a written application of the person so desiring to join the Workers' Union, without ballot or other election, and shall give notice of such amendment with a copy thereof to the company, then and in such case and thereafter the company shall employ members of the the Workers' Union in preference to non-members, provided that there are members of the union equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it: Provided that this clause shall not interfere with engagements subsisting between the company and non-unionists at the time when such amendment as aforesaid shall be made and notice thereof shall be given to the company as aforesaid, but that the company may continue to employ any miner then actually employed by the company as theretofore, although such miner may not be a member of the Workers' Union, and although such miner may, from want of trade or otherwise, be from time to time not actually employed in the mine.

24. Until compliance by the Workers' Union with the conditions of the last clause, the company may employ miners whether members of the Workers' Union or not; but the company shall not discriminate against members of the Workers' Union, and shall not, in the employment or dismissal of men, or in the conduct of the mine, do anything for the purpose of injuring the Workers' Union, whether directly or indirectly.

25. When members of the Workers' Union and non-members are employed together there shall be no distinction between members and non-members, and both shall work together in harmony and shall receive equal pay for equal work.

26. So soon as the Workers' Union shall perform the conditions entitling the members of the union to preference under the foregoing clauses, the Workers' Union shall keep, in some convenient place in Kaitangata, a book to be called "the employment-book," wherein shall be entered the names and exact addresses of all members of the Workers' Union who shall from time to time be desirous of obtaining employ with the company, and the names, addresses, and occupations of all persons by whom each such member of the Workers' Union shall have been employed, during the preceding two years. Immediately upon any such member of the Workers' Union ceasing to desire employ with the company a note thereof shall be entered in such book. The executive of the Workers' Union shall use their best endeavours to verify the entries contained in such book, and the Workers' Union shall be answerable as for a breach of this award in case any entry therein shall be wilfully false to the knowledge of the executive of such union, or in case the executive of such union shall not have used reasonable endeavours to verify the same. Such book shall be open to the company and to its servants, without fee or charge, at all hours between 8 a.m. and 5 p.m. on every working-day. If the Workers' Union fail to keep the employment-book in manner provided by this clause, then and in such case, and so long as such failure shall continue, the company may employ any person or persons, whether a member of the union or not, to perform the work required to be performed, notwithstanding the foregoing provisions. Notice shall be given by the union to the company in writing of the place where such employment-book is kept, and of any change in such place.

The foregoing paragraphs numbered from 1 to 26 both inclusive embody the terms, conditions, and provisions referred to in the foregoing award, and thereby declared to be incorporated in and to form part thereof.

In witness whereof the seal of the Court of Arbitration of New Zealand hath been hereunto put and affixed, and the President of the Court hath hereto set his hand, this 30th day of November, 1899.

(L.S.)

W. B. EDWARDS, J., President.