(60.) ALLENDALE COAL-MINERS.

In the matter of "The Industrial Conciliation and Arbitration Act, 1894"; and in the matter of an award in a dispute between the Otago Coal-miners' Industrial Union of Workers and the Allendale Coal Company (Limited).

A REFERENCE was made to me to settle several questions under section 22 of the award. This award is not expressed to relate only to seams then being worked, and in so far as it in terms applies to future or further workings, including new seams, I must read it as including them. It provides general rates for getting coal, which, with many other provisions, applies to the whole mine.

If a question arose as to whether the hewing rates could fairly be applied to new workings, it would be within my power to decide that they could not. The alternative in that case would be to order shift wages to be paid, not to order a rate which has not been fixed by the Court: my power to raise the piecework rate is confined to dealing with deficient places (section 9). As to the particular questions put to me, I think they are within my jurisdiction for the above reasons, and I accordingly took evidence at Shag Point on Saturday, the 15th December, and now decide them as follows:—

1. The level worked by Patterson and McLeod is not a deficient place within the meaning of the award. The evidence does not raise any substantial question, except whether it is an "extremely hard place." I do not accept the suggestion of a witness, who states that an extremely hard place is a place where 10s. a day cannot be earned by a good worker. Such a definition would leave no room for hard places which are not "extremely hard." This expression was used by the Court with the intention that it should have its full meaning, and should not be applied to describe all hard places. I do not think that the evidence goes further than to show the existence of bands of hard coal such as may be expected. There is no provision in the award enabling the mine-owner to take credit for extra good places, such as are stated to occur. In the course of the cavil the miner takes his chance by ballot of the kind of place he gets, and it is only fair to set off hard or other inferior places against extra good ones, always bearing in mind that the provision for deficient places exists and must be enforced in a proper case.

2. Bord worked by Hucks and Smith: This is on the same footing as the above level.

3. Stone in Coal: What is here called stone is hard coal. I am not empowered to increase the hewing rates excepting for deficient places, and I am not asked to order shift wages. The rates asked for hewing this class of coal or stone are excessive. I have no evidence before me which justifies me in saying that the manager's offer of 2d. per ton is insufficient.

4. I am asked to define a "wet place." This the Conciliation Board has declined to do, and apparently the Judge has either not been asked or has declined. It is the opinion of the Board that to attempt a definition would create rather than get rid of difficulties. The common understanding of miners and managers ought to be able to settle this in individual cases.

Finally, I wish to say that I think that greater efforts should be made to bring about an understanding on minor points.

Dated this 20th day of September, 1900.

FREDK. CHAPMAN,
Chairman of Board.

(61.) SHAG POINT COAL-MINERS.

In the matter of an agreement, made on the 17th day of May, 1900, pursuant to "The Industrial Conciliation and Arbitration Act, 1894," between the Shag Point Coal Company and the Otago Coal-miners' Union, in the Industrial District of Otago and Southland.

A REFERENCE was made to me under clause 28 of this agreement to fix the rates for getting coal from No. 4 and No. 6 seams. The question of trucking in these seams also arose.

As I intimated to the parties at Shag Point on Saturday, the 15th instant, this is beyond my authority under the clause referred to. The form of the agreement is somewhat unusual. It fixes the rates for the seams—"No. 5 small seam, and No. 1 upper portion—and fixes that Blaikie seam is to be worked on shift wages only. There is no general hewing rate for the whole mine mentioned in the agreement. I do not consider myself clothed with power to settle all disputes between the parties, but merely to settle detail disputes as to the working of the agreement. If I were to fix the rate for these seams, it might turn out that those mentioned in the agreement were no longer worked, and I should then have fixed the whole wages of the mine, which is not what the parties intended when they appointed me to settle matters upon which the mine-manager and local committee were unable to agree.

I accordingly decided that this matter referred is beyond my jurisdiction.

I recommend the parties to meet and settle a supplemental agreement, a course which will be much more satisfactory than bringing the matter before the Board.

Dated this 20th day of September, 1900.

FREDK. CHAPMAN,
Chairman of Board.
