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(65.) OTAGO COAL-MINERS.

In the matter of "The Industrial Conciliation and Arbitration Act, 1894," and of "The Industrial Conciliation and Arbitration Act, 1900"; and in the matter of a dispute between the Otago Coal-miners' Industrial Union of Workers and the Alexandra Coal Company, Robert M. Findlay, William A. Thomson, and Robert Lett, all of Alexandra, and the Clyde Collieries Company.

THE Conciliation Board for the Industrial District of Otago and Southland, having received the necessary proofs establishing its jurisdiction in the above matter, and having heard the evidence and fully considered the matters in dispute, hereby recommends as follows:—

That the parties to the above dispute enter into and bind themselves by an industrial agreement for the term of twelve months from the 30th day of November, 1900, such agreement to contain the following provisions:—

1. Bords, stentons, and levels 9 ft. wide and 6 ft. high and over to be paid at the rate of 3s. 9d. per ton.
2. Miners to truck coal to the nearest point on the main road; beyond that coal to be trucked by the employer.
3. Trucker and bottomer to be paid 10s. per shift.
4. Deficient places to be paid shift wages, and to mean places driven through soft, stony, or faulty coal, or places under 9 ft. wide or 6 ft. high.

5. Wet places to be paid shift wages for a six-hour shift.
6. Miners when paid shift wages to be paid 10s. per shift.
7. No shift-man to be allowed to work in places where piece-rates have been fixed.
8. No more than one man to be employed in one place, except under special circumstances to be decided by manager.
9. Eight hours' work at the face, exclusive of any time occupied in meals, crib-time, and time occupied in going to or coming from the face, to constitute a day's work.
10. All timbering-work required to be done to be paid for by shift wages.
11. Fourteen 4-bushel bags to constitute a ton.
12. Bags to be equally distributed throughout the mine.
13. Every workman to receive an equal share of work; but the manager to be at liberty to employ the most suitable men for special work, such as timbering, cutting special places, &c.
14. Wages to be paid fortnightly.
15. Places when worked by two shifts to be paid at the rate of 4s. 3d. per ton.
16. Any workman taken away from the face to do any work, whether outside or inside the mine, to be paid shift wages.
17. Bracemen to be paid 9s. per shift.
18. So long as the rules of the union 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, and who is of good character and sober habits, and who is a competent miner, having regard to local requirements, to become a member of such union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions, whether payable weekly or otherwise, not exceeding 6d. per week, upon a written application of the person desiring to join the union, without ballot or other election, then and in such case and thereafter the employers shall employ members of the union in preference to non-members, provided 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 any of the employers and non-unionists at the time when such amendment as aforesaid shall be made and notice thereof shall be given to the employers, or at the date hereof; but that any employer may continue to employ any miner then actually employed by him as theretofore, although such miner may not be a member of the union, and although such miner may, from want of trade or otherwise, be from time to time not actually employed in the mine: Provided that a man shall immediately become eligible as if already a unionist if he shall *bonâ fide* give notice to a delegate of the union employed in or near the mine of his willingness forthwith to join the union.
19. So soon as the union shall perform the conditions entitling

the members of the union to preference under the foregoing clause the union shall keep, at the Alexandra Post-office, or in some other convenient place which may be agreed on by the local secretary and the mine-manager for the time being, a book, to be called the "employment-book," wherein shall be entered the names and exact addresses of all members of the union who shall from time to time be desirous of obtaining employ with the employers or any of them, and the names, addresses, and occupations of all persons by whom each such member of the union shall have been employed during the preceding two years. Immediately upon any member of the union ceasing to desire employ a note thereof shall be entered in such book. The executive of the union shall use their best endeavours to verify the entries contained in such book, and the union shall be answerable as for a breach of this agreement 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 employers and to their servants, without fee or charge, at all hours whilst the said post-office is open, or if kept at any other place, then between 8 a.m. and 5 p.m. on every working-day. If the 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 employers may employ any person or persons, whether members of the union or not, to perform the work required to be performed, notwithstanding the foregoing provisions.

20. When members of the 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.

21. Anything not provided for herein to be arranged between the mine-manager and the local committee, and, in case of any difference between them, to be decided by the Chairman of the Board, or some person appointed by him.

Dated this 3rd day of December, 1900.

FREDK. CHAPMAN, Chairman.

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(66.) DUNEDIN PAINTERS.

Under "The Industrial Conciliation and Arbitration Act, 1894," and the Amendments thereof.

To the Clerk of Awards at Dunedin, in the Otago and Southland Industrial District.

TAKE notice that we, the undersigned, hereby signify our concurrence in the award of the Court of Arbitration, dated 30th November, 1899, in the industrial dispute between the Dunedin Painters' Industrial Union of Workers and P. Omand, A. Lees, R. Waghorn, and fifty-nine other master painters.