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(93.) OTAGO COAL-MINERS.—AWARD *RE* NEW ZEALAND COAL AND OIL SYNDICATE (KAITANGATA).

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900”; and 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 Coal and Oil Syndicate (Limited), (hereinafter called “the company”).

THE Court of Arbitration of New Zealand (hereinfter 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. And this Court doth further order that this award shall take effect from the 26th day of August, 1901, 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 26th day of August, 1901.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

1. Engine-drivers shall be paid a minimum wage of 9s. per shift. No extra payment shall be made for Sunday shifts.

2. Firemen shall be paid a minimum wage of 8s. per shift, and shall receive time and a half when required to work on a Sunday.

3. Firemen to receive assistance to tip coal for firing purposes.

4. *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.

5. *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 an engine-driver or fireman 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 engine-driver or fireman, 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 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 the engagements now subsisting between the company and non-unionists, or subsisting 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 engine-driver or fireman then actually employed by the company as heretofore, although such engine-driver or fireman may not be a member of the workers' union, and although such engine-driver or fireman may from want of trade or otherwise be from time to time not actually employed in the mine.

6. Until compliance by the workers' union with the conditions of the last clause, the company may employ engine-drivers or firemen 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 the men or in the conduct of the mine, do anything for the purpose of injuring the workers' union, whether directly or indirectly.

7. 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.

8. 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 employment 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 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 the 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 8 inclusive embody the terms, conditions, and provisions referred to in the fore-

going a ward, and are thereby and hereby declared to be incorporated in and to form part thereof.

In witness whereof the seal of the Court of Arbitration hath been hereunto put and affixed, and the President of the Court hath hereunto set his hand, this 26th day of August, 1901.

THEO. COOPER, J., President.

(94.) DUNEDIN BUTCHERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900”; and in the matter of an industrial dispute between the Dunedin and Suburban Operative Butchers’ Union (hereinafter called “the union”) and the following employers: namely, Charles Allen, North-east Valley; Richard Botting, North-east Valley; R. C. Moore, King Street, Dunedin; David Bethune, King Street, Dunedin; A. Belwell, King Street, Dunedin; D. Grindley, Albany Street, Dunedin; W. Higginson, Frederick Street, Dunedin; J. Kenny, Hanover Street, Dunedin; E. F. Lawrence, George Street, Dunedin; Thomas Smith and Co., George Street, Dunedin; William Duke, George Street, Dunedin; A. Rennie, George Street, Dunedin; W. Patrick, Princes Street, Dunedin; Parsons and Son, Princes Street, Dunedin; R. Rae, Main Road, South Dunedin; Botting Bros., Main Road, South Dunedin; Elliott Bros., Main Road, South Dunedin; Smith and Co., Main Road, South Dunedin; J. McKay, Main Road, South Dunedin; R. Howard, Main Road, South Dunedin; H. Sharp, Frederick Street, Dunedin; A. Rennie, Main Road, South Dunedin; James Wright, Caversham; Griffiths Bros., Caversham; J. Lindsay, Caversham; J. Hellyer, Walker Street, Dunedin; Elliott Bros., Rattray Street, Dunedin; John McIntosh, Maclaggan Street, Dunedin; A. and J. McFarlane, Maclaggan Street, Dunedin; Irvine and Stevenson, George Street, Dunedin; J. Wallace, “The Glen,” Mornington; H. Lamont, Arthur Street, Dunedin; F. H. Botting, Arthur Street Dunedin; A. Sheriff, Roslyn; J. Dunning, Albany Street, Dunedin; J. Bain, Ravensbourne; X.Y.Z. Company, Princes Street, Dunedin; J. Fairley, Kaikorai; H. Lamont, Kaikorai; J. McGlashun, Roslyn; J. Barclay, Albany Street, Dunedin (hereinafter called “the employers”).

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, 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