

(145.) OTAGO COAL - MINERS (WALTON PARK COMPANY AND OTHERS).—AWARD.

In the Arbitration Court of New Zealand, Otago and Southland Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and its amendment; and of an industrial dispute between the Otago Coal-miners’ Industrial Union of Workers (hereinafter called “the union”) and the following companies, firms, and persons (hereinafter called “the employers”): Loudon and Howarth (Jubilee Colliery); Freeman’s Coal Company; Fernhill Colliery Company; Walton Park Coal Company; Christie Bros.; Harris and Sons; Nicholl and Sneddon; Bryce Bros.; and the Riccarton Coal 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 union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, 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 members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, 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 union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by 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 or person in respect thereof. And the Court doth further order that this award shall take effect from the 1st day of January, 1903, and shall continue in force until the 1st day of January, 1904.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 13th day of December, 1902.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Balloting.

1. Balloting every three months: All places shall be balloted for. Headings and levels to be balloted for specially. General ballot to take place afterwards. Names of those thrown out of the special ballot to be put in the general ballot. One man to ballot for his place out of two or more places in the same manner as two or more men would ballot for one place. First man out of a place to be put into the first place vacant or to start: Provided that the mine-manager may withdraw a man if during the three months he thinks it necessary for the safety of the place or man, and replaces him by a more competent workman.

Piece Rates.

2. The following rates shall be paid: Round coal, 1s. per box; small coal (1½ in. riddle), 9d. per box; small coal (1 in. riddle), 7d. per box; tripping, 6d. per box; dross, 4d. per box.

Boxes shall be of the sizes now in use at each mine, and shall be filled with coal up to the level of the sides of each box, and in the centre, if small coal, to the height of 6 in. above the level of the box, and if round coal, to the height of 9 in. in the centre above the level of the box. Boxes shall be deemed to be properly filled if they are filled according to the above rule at the time they leave the working-face.

Should the amount of round coal come under three boxes per day per man, the price of small coal (1 in. riddle) shall be increased to 8d. per box (2s. 8d. per ton). In respect of the Fernhill Colliery such increase shall take place if the amount of round coal shall come under two boxes per day per man.

Bords : The width of bords in the various mines shall be as established hitherto by custom. If an alteration takes place in any mine in the mode of working bords, bringing the width down to 9 ft., then a yardage rate in such mine of 2s. 6d. is to be paid.

Wherever the word "ton" is used in this award it shall mean four boxes of the sizes and filled in the manner stated in the second paragraph of this section.

3. Pillars : When brought back bodily with two open ends the price to be 1d. per box (4d. per ton) less than the above rates. When worked in strips not less than 5 ft. wide the price to be $\frac{1}{2}$ d. per box (2d. per ton) less than solid rates. When the strips are less than 5 ft. wide, solid or bord rates to be paid. Head coal to be worked along with pillar coal where practicable.

In respect to the Walton Park Colliery, no difference shall be made in respect to pillar prices when strips are being worked. It is to be distinctly understood that the manager allows a man on a narrow strip to fill his turn from loose or easily got coal.

4. For narrow places, yardage at the following rates in addition to the tonnage rates shall be paid : Headings, 6 ft. to 7 ft., 4s. per yard ; levels, 6 ft. and over, 3s. per yard ; stentons, 6 ft. or over, 2s. 6d. per yard when driven through from bord to bord, and the distance not greater than 8 yards. Should the distance be greater, or the stenton not find a full opening, heading prices to be paid. Crosscut headings, 4s. 6d. per yard. Crosscut stentons, 3s. per yard, with provision for openings as ordinary stentons.

5. No coal to be worked on shift-wages where piece rates have been fixed. This clause is not to prevent the overseer and lads employed in trucking from being allowed to work in their spare time hewing coal or doing other work.

Miners hewing coal in deficient places to be paid shift-wages. A deficient place to mean all places driven through faults or in faulty coal, soft coal (where riddle is used), extremely hard places, or stone or any other impediment whereby an average miner cannot make shift-wages. If any dispute arises as to what is a deficient place, such dispute shall be settled by the mine-manager and the local committee of the union.

The mine-manager may enter into any arrangements which he thinks proper for the working by the miners of deficient places by piecework, at such advance upon the prices herein mentioned for piecework of a like character, but not deficient, as may be agreed on between the mine-manager and the local committee of the union.

Shift-wages.

6. Shift-wages to be 9s. 6d. per shift.

Wet Places.

7. Wet places to be paid shift wages for six-hour shifts.

Shift-hours.

8. Eight and a half hours from bank to bank shall constitute a shift.

Boxes to be regulated.

9. Boxes to be regulated throughout the mine so that each man gets his share, provided the man can take his turn.

Trucking.

10. Trucking-distances from the face not to exceed 4 chains. Beyond that to be paid for at 1d. per box for every chain or part of a chain. A helper to be provided on roads where the grade is heavy, or arrangements shall be made between the mine-manager and the local committee to meet the case.

Truckers shall be paid the following rates (the word "truckers" to include truckers, horse-drivers, rope-attendants, tippers, and labourers): Up to sixteen years of age, 4s. a shift; sixteen to seventeen years of age, 5s. a shift; seventeen to eighteen, 6s. a shift; eighteen to nineteen, 7s. a shift; nineteen years of age and over, 8s. per shift. Special rates, either more or less, may be arranged by the mine-manager and the local committee.

In the event of a vacancy or vacancies occurring in the coal, truckers over nineteen years of age may, with the consent of the management, ballot for said vacancy or vacancies: Provided always that, in the event of a trucker so balloting, the manager shall have the right to call upon him to act in the capacity of trucker at trucker's wages for the term of one year in the event of there being a scarcity of truckers. This clause shall not apply where a trucker has previously been getting coal for a period of two years or more.

Tools to be sharpened.

11. Tools to be sharpened by the employer, free of cost to the workman.

Timbering.

12. Any timbering-work required to be done shall be paid for by shift-wages.

Miners taken from the Face.

13. Should a miner be taken from the face to do any work in connection with the mine, either outside or in the mine, shift-wages shall be paid to him.

Holidays.

14. The following shall be the recognised holidays: 1st and 2nd of January, Good Friday, and Easter Monday, annual picnic day, Labour Day, King's Birthday, Prince of Wales' Birthday, Christmas Day, and Boxing Day, and a half-holiday each Saturday in the week. The week shall be deemed to run from Thursday to Wednesday, both inclusive. If there shall have been in such week (as so defined) a full holiday, then the provision for the Saturday half-holiday shall not apply to that week.

Wages-men unable to earn the Minimum Wage.

15. Any workman who by reason of old age or physical infirmity considers himself unable to earn the minimum wages pre-

scribed herein as shift-wages may be employed by any employer at such lesser rate of wages as may be agreed upon between the employer, the workman, and the local committee of the union, or which may, in default of such agreement being come to within twenty-four hours after such workman shall have given notice in writing to the said local committee requiring his wages to be so fixed, be fixed in writing by the Chairman of the Conciliation Board for this industrial district, twenty-four hours' written notice of such application to such Chairman being first given by the said workman to the said local committee and the employer from whom he desires work; and both the said local committee and the said employer shall be entitled to be heard by such Chairman.

When Wages are to be paid.

16. Wages shall be paid every other Friday, on the works.

Attendance of Delegates, &c.

17. Officers and representatives of the union shall be permitted to have a reasonable number of days off when attending delegate or council meetings, or when in any other manner attending to the business of the union. The maximum number of men (including officers) to be two from each mine.

Preference.

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 who is a competent miner, to become a member of the union upon the payment of an entrance fee not exceeding 5s., and of subsequent contributions, whether payable weekly or otherwise, not exceeding 6d. a 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. This clause shall not apply to casual labour above ground.

19. The union shall continue to keep the "employment-book" prescribed under clause 18 of the award made by this Court on the 13th day of July, 1900, in an industrial dispute between the union and the Walton Park Coal Company and other mine-owners; and the provisions of the said clause shall continue to apply, and shall be read and construed as a part of this award.

20. When members of the union and non-members are employed together there shall be no distinction between them, and both shall work together in harmony, and shall receive equal pay for equal work.

21. Employers shall not in the engagement or dismissal of their workmen discriminate against members of the union, nor do anything for the purpose of injuring the union, whether directly or indirectly.

Matters not provided for.

22. Anything not provided for herein shall be arranged between the mine-manager of the particular mine and the local committee and general secretary of the union, and, in default of agreement between them, then by the Chairman of the Conciliation Board for this industrial district.

Term of Award.

23. This award shall take effect from the 1st day of January, 1903, and shall continue in force until the 1st day of January, 1904.

In witness whereof the seal of the Court hath been hereto put and affixed, and the President of the Court hath hereto set his hand (the time for making this award having been duly extended by the Court until the 31st day of December, 1902), this 13th day of December, 1902.

THEO. COOPER, J., President.