

(3.) COLLINGWOOD GOLD-MINERS.—AWARD.

In the Court of Arbitration of New Zealand, Nelson Industrial District. — In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and "The Industrial Conciliation and Arbitration Act Amendment Act, 1901"; and in the matter of an industrial dispute between the Collingwood Miners and Labourers' Industrial Union of Workers (hereinafter called "the union") of the one part, and the Parapara Hydraulic Sluicing and Mining Company (Limited) (hereinafter called "the employers") of the other part.

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 employers by their representative (Mr. Beetham) duly appointed, and having also heard the union by its representative (Mr. Richardson) duly appointed, and the reference to the Court having been by the employers, the said employers not having accepted the recommendations of the Board of Conciliation for this district duly filed herein, and no evidence having been called before the Court herein, doth hereby order and award: That, as between the union and the members thereof and the employers, 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 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 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 respect 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 17th day of February, 1902, and shall continue in force until the 17th day of February, 1903.

In witness whereof the seal of the Court hath been hereto put and affixed, and the President of the Court hath hereunto set his hand, this 17th day of February, 1902.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Minimum Rate of Wages.

1. The only matter referred to the Court being the minimum rate of wages for miners employed by the employers, the Court doth hereby order and award that the minimum rate of wages to be paid to miners employed by the said employers shall be 8s. 6d. per day.

No Discrimination against Unionists.

2. The employers shall not in the employment or dismissal of miners discriminate against members of the union, and shall not in the carrying-out of their business do anything for the purpose of injuring the union, directly or indirectly.

3. When union men and non-union men are employed together they shall work together in harmony, and shall receive equal pay for equal work.

Term of Award.

4. This award shall take effect from the 17th day of February, 1902, and shall continue in force until the 17th day of February, 1903.

Limitation of Award.

5. This award and the terms thereof shall be limited to the Parapara Hydraulic Sluicing Company (Limited), and to any company which may be formed for the purpose of continuing the operations of the said Parapara Hydraulic Sluicing Company (Limited), and shall not apply to any other employers in this industrial district.

In witness whereof the seal of the Court hath been hereunto affixed, and the President of the Court hath hereunto set his hand, this 17th day of February, 1902.

THEO. COOPER, J., President.

REASONS FOR AWARD.

This matter came before the Court this day, and Mr. Beetham appeared for the company, and Mr. Richardson for the union. Mr. Beetham stated that the company was at present in adverse circumstances, and had heretofore been paying to miners 8s. a day. Mr. Richardson stated that other companies in the Collingwood district were paying some a minimum wage of 8s. 6d. a day, and some a minimum wage of 9s. a day, and that the union had given notice that they were prepared to accept the recommendation of the Board of Conciliation that the minimum rate of wages should be 8s. 6d. a day, although their demands had been, first, 9s. a day, and then 10s. a day, before the matter was referred to the Court. Mr. Beetham did not dispute this statement, but stated that he believed one company had paid 8s. a day as the minimum wage. He stated that he did not propose to call any evidence.

The Court was very much assisted in coming to a conclusion by the report of the Board of Conciliation, which stated fully the grounds upon which the recommendation was based. This report was a unanimous one, signed by each member of the Board, and was made after a visit to the mine and the examination of witnesses on both sides. Under these circumstances, and the company who had referred the matter to the Court having called no evidence, the Court adopted the recommendation of the Board and fixed the minimum rate at 8s. 6d. per day. At Mr. Beetham's request the term of the award was fixed at twelve months from this date, he having been informed by the Court that the award would continue in operation, notwithstanding the expiration of the term, until a further award was made by the Court.

No other questions were submitted to the Court or raised on the demands, the sole point being the minimum wage per day. No demands had been made respecting the hours of labour, overtime, holidays, or preference. The Court has therefore fixed the minimum rate of wages only, that being the only matter before it, and has inserted in its award the usual clauses providing that there shall be no discrimination against unionists, and that members of the union shall work together with non-members in harmony, and receive equal pay for equal work.

No other company in the district having been cited either before the Board or before the Court, the Court has limited its award to the Parapara Company only.

THEO. COOPER, J., President.
