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OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

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(776.) OTAGO COAL-MINERS.—AWARD EMBODYING AGREEMENT.

In the Court of Arbitration of New Zealand, Otago Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and its amendment; and in the matter of an industrial dispute between the Otago Coal-miners’ Industrial Union of Workers (hereinafter called “the workers’ union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”): Alexandra Coal-mining Company (Limited), Alexandra; Clyde Collieries Company (Limited), Clyde; MacQueenville Colliery; Mathies Bros. and Co.

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, and having from time to time until this date extended the time for making this award, 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 31st day of May, 1904, and shall continue in force until the 31st day of May, 1905.

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 25th day of August, 1904.

FREDK. R. CHAPMAN, J., President.

#### THE SCHEDULE.

##### *Balloting.*

1. All places to be balloted for every three months.
  - (a.) In the case of blanks being drawn, those drawing them to ballot for the first place or places to start.
  - (b.) 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.
  - (c.) The first man out of a place to start in the first place vacant or to be broken off.

##### *Hewing-rates.*

2. Bords, stentons, and levels, 9 ft. wide and 6 ft. high and over, to be paid at the rate of 3s. 9d. per ton.

##### *Trucking.*

3. Miners to truck coal to a distance of not more than 25 yards from the face; beyond that coal to be trucked by the employer.
4. Truckers and bottomers to be paid 9s. per shift.

##### *Deficient Places.*

5. Deficient places to be paid shift-wages, and to mean places driven through soft, stony, or faulty coal, or places under 9 ft wide and 6 ft. high.

##### *Wet Places.*

6. Wet places to be paid shift-wages for a six-hour shift.

*Shift-men.*

7. Miners when paid shift-wages to be paid 11s. per shift.
8. No shift-men to be allowed to work in places where piece-rates have been fixed.

*Places.*

9. No more than one man to be employed in one place, except under special circumstances to be decided by the manager.

*Hours of Work.*

10. Hours of work to be in accordance with "The Coal-mines Act Amendment Act, 1903."

*Timbering.*

11. All timbering-work required to be done to be paid for by shift-wages.

*Tonnage.*

12. Fifteen 4-bushel bags to constitute a ton.
13. Bags to be equally distributed throughout the mine.

*Equality of Work.*

14. 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.

*Wages and General Conditions.*

15. Wages to be paid fortnightly.
16. Places when worked by two shifts to be paid at the rate of 4s. 3d. per ton.
17. Any workman taken away from the face to do any work, whether outside or inside the mine, to be paid shift-wages.
18. Workmen to provide their own picks; the employer to sharpen and repair the same.
19. Workmen to provide their own lamps. Employers to provide tallow, or, in lieu thereof, an allowance of 2d. per working-day as from the 12th March, 1904.
20. Brace-men to be paid 9s. per shift.

*Preference to Unionists.*

21. 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 workman, 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 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.

22. So soon as the union shall perform the conditions entitling the members of the union to preference under the foregoing clauses, the union shall keep at the Alexandra Post-office, or in some other convenient place which may be agreed upon 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 the members of the union who shall from time to time be desirous of obtaining employment 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 employment 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 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 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.

#### *No Discrimination.*

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

24. 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.

*Under-rate Workmen.*

25. Any workman who considers himself incapable of earning the minimum wage herein prescribed may be paid such less wage as may from time to time be fixed in writing between the workman and the secretary or president of the union ; and, in default of any such agreement within twenty-four hours after such workman shall have applied in writing to the secretary of the union stating his desire that such wage shall be agreed upon, as shall be fixed in writing by the Stipendiary Magistrate sitting in the district upon the application of such workman. Twenty-four hours' notice of such application shall be given by such workman to the secretary of the union, who shall be entitled to be heard upon such application.

*General.*

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

27. This award is limited to the parties herein named.

28. This award shall take effect and come into operation as from the 31st day of May, 1904, and shall continue in force until the 31st day of May, 1905, and thereafter shall continue in force until superseded by another award or an industrial agreement.

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 25th day of August, 1904.

FREDK. R. CHAPMAN, J., President.

The above award embodies the agreement of the parties.

FREDK. R. CHAPMAN, J., President.