

919. OTAGO COAL-MINERS.—AGREEMENT.

THIS Industrial Agreement made in pursuance of "The Industrial Conciliation and Arbitration Act, 1900," and amendments thereof, this 2nd day of August, 1905, between Mathias Bros. and Company, of Alexandra South, and the Otago Coal-miners' Industrial Union of Workers :

1. All places to be balloted for every three months.
 - (a.) In the case of blanks being drawn, those drawing them are 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 away.

HEWING-RATES.

2. Bords, stentons, levels, and pillars to be paid at the rate of 3s. 9d. per ton for single shift, 4s. 3d. for two shifts, and 4s. 9d. for three shifts.

3. The employer shall truck the coal from the face. In cases where the employer fails to supply trucks to workmen by the end of the shift, or the rails are 18 ft. and over from the face, the employer shall load the coal also.

When miners are employed on night-shift, and they are unable to send away their coal by the end of the shift through an insufficient supply of bags or trucks, the employer shall in such cases load the coal.

4. Truckers and bottomers to be paid 9s. per shift.

5. If a workman considers his place to be deficient from any cause whatever, and the mine-manager disagrees with him, the workman shall be privileged to call in two scrutineers (who shall have been appointed by the union from amongst the members working in the mine) to inspect the place. If, in the opinion of the scrutineers the place is deficient, then, and in such cases, the workman shall be paid 11s. per shift as long as the place is deemed to be deficient.

6. Wet places shall be paid shift-wages for a six-hour shift, a "wet place" to mean a place where water is dropping from the roof or lying underfoot, and the miner cannot keep dry.

7. When miners are employed on shift-wages they shall be paid 11s. per shift. When employed on night-shift, 1s. per shift extra shall be paid. Overtime shall be paid for at the rate of time and a quarter. Time and a half shall be paid for all time worked on Sundays and statutory holidays.

8. No shiftmen to be allowed to work in places where piece-rates have been fixed.

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

10. Eight hours from bank to bank to constitute a shift. No overtime to be worked by men on piece-rates.

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

12. Tonnage: Fifteen 4-bushel bags to constitute a ton. In the event of larger bags being supplied to workmen the same shall be filled to the size of a 4-bushel bag. The employer shall provide each workman with a proper bagging-stand, shovel, and fork.

13. Bags to be equally distributed throughout the mine.

14. Equality of Work: 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, when worked by three shifts 4s. 9d. 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. The employer to provide picks at cost-price to workmen, and to sharpen and repair same.

19. Workmen to provide their own lamps. Employers to provide tallow, or, in lieu thereof, an allowance of 2d. per working-day.

20. Bracemen to be paid 9s. per shift.

21. Preference of employment to be given to members of the union.

22. The union shall keep at the Alexandra Post-office a book to be called the "employment-book," wherein shall be entered the names, addresses, and occupations of the members of the union, who shall from time to time be desirous of obtaining employment with the company.

23. The employer 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. 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.

This agreement shall take effect and come into operation as from the 6th day of September, 1905, and shall continue in force until the 6th day of September, 1906, and thereafter shall continue in force until superseded by another industrial agreement or an award.

Signed for and on behalf of Mathias Bros. and Co.

DANIEL MATHIAS.

Witness to the signature of Daniel Mathias.—Robert N. Ridd, Local Secretary.

Signed for and on behalf of the Otago Coal-miners' Industrial Union of Workers.

DONALD MCINNES, President.

Witness to the signature of Donald McInnes.—Joseph Hollows, Secretary.

[The Otago Coal-miners'
Industrial Union of Workers.

920. OTAGO COAL-MINERS.—ENFORCEMENT OF AWARD.

In the Court of Arbitration, Otago and Southland District (Dunedin).
—Between the Otago Coal-miners' Union and the Allandale Coal Company (Limited).

JUDGMENT OF THE COURT.

THE respondent company is charged with dismissing a miner, named George Brooke, for the purpose of injuring the union, contrary to clause 33 of the industrial agreement of the 21st January, 1903 (Book of Awards, Vol. iv., p. 90), and the question which the Court has had to consider is whether this charge is proved.

To make out such a case, it must be shown to the satisfaction of the Court that the act complained of has been done with the intent alleged. That intent would be negatived if it were shown that the dominant reason for the dismissal was to enforce the authority of the employer in connection with the management of the mine, and it would not suffice merely to prove that it arose out of some personal feeling towards the man dismissed. There is in this case very little real dispute about the facts, and the whole case in the end must turn on the intent with which the mine-manager, Mr. Westfield, dismissed the man in question.

On the 8th day of August, 1904, George Brooke, who was then secretary to the union, a young man of twenty-five, went, without authority from or notice to the management, to the places in which three other men were working, and invited them to come and inspect