930. OTAGO COAL-MINERS.—INTERPRETATION OF AWARD (BOOK OF AWARDS, VOL. III., P. 835) BY CHAIRMAN OF BOARD.

In the Industrial District of Otago and Southland.—In the matter of a detail dispute between the Otago Coal-miners' Industrial Union of Workers and Loudon and Howarth (Jubilee Colliery).

THE point in dispute herein is the rate which should be paid for mining head-coal, which the union claim should be paid for at the same rate as is paid for coal mined from bords. The employers, on the other hand, contend that it should be paid for at 1d. per box, or 4d. per ton less—that is, at the rate paid for pillars. The only mention of head-coal in the award is in clause 3, which provides that head-coal is to be worked along with pillar-coal where practicable; and as the parties have been unable to agree, the matter has been referred to me for decision under clause 22 of the award.

On behalf of the union it was asserted that full rates were paid in some of the mines subject to the award, but this was not established to my satisfaction as being the universal practice in these mines, nor were the circumstances under which the solid rates were paid for head-coal disclosed. The union proved that men working head-coal for a day or two had been paid full rates. The employers explain this by saying that they seldom work the head-coal, and when they have occassionally to find room for a man for a day or two they have put him on to work head-coal, and have where the "carry" was insufficient paid him full rates to which they consider he was entitled; and even where the "carry" was over 4 ft. they have paid at the same instead of the pillar rate, to which only, they claim, he would have been entitled, rather than trouble to make the small deduction they consider they might have done. This seems to me probable, especially coupled with the other circumstances to which I shall refer later.

I find that shortly before the existing award came into force there was an agreement entered into between the then Mine Committee and the employers, to the effect that when head-coal was worked having a "carry" of 4 ft. or over it was to be paid for at the pillar rates, and it seems strange that this or some similar provision was not included in the award. Some eighteen months or two years ago, some head-coal was mined which would have come under this provision, and was paid for at pillar rates. The union raised the question now raised, that it should have been paid for as solid coal, but for some undisclosed reason the local committee did not follow the matter up, and informed the secretary of the union that the matter was settled. Recently the union have filed an application for the hearing of an industrial dispute relating to the same mines as are subject to the existing award, and in their proposals there is the following passage relating to the rates to be paid for head-coal: "When head-coal is being worked separately, and having a carry of 4 ft. and over with a width of not less than

10 ft., 4d. per ton less than solid rates to be paid. When the carry is under 4 ft. in thickness and less than 10 ft. wide, bord rates to be paid."

Taking all these circumstances into consideration, I am of opinion that had the question been raised at the making of the existing award both parties would have consented to the insertion of such a clause; indeed, the reason why nothing was said about it was probably because the parties so perfectly understood one another on the point that it was not thought necessary to deal with it; and I therefore decide that the present award must be construed as though the clause quoted above were inserted therein.

Evidence was tendered as to different modes for payment for head-coal under other awards, but I do not think it necessary to follow that line of evidence, which to be of any value would involve consideration of the circumstances which led to the fixing of the rate under the differing awards, as the conduct of the miners with reference to the question referred to above renders any such course supererogatory. Nor have I dealt with the question as to whether or not the employers are justified in paying the men engaged on such work "shift wages," as that question has not been considered by the local committee, the secretary of the union, and the employers, which is a necessary preliminary to my acquiring jurisdiction.

Dated at Dunedin, this 19th day of September, 1905.

A. BATHGATE,
Chairman, Conciliation Board.

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931. INVERCARGILL CARPENTERS.—ADDING PARTIES TO AWARD.

In the Court of Arbitration, Otago and Southland District (Invercargill).—No. 84.—In the matter of the Carpenters and Joiners award, dated the 27th June, 1903; and in the matter of an application to join parties to the award.

THURSDAY, THE 5TH DAY OF SEPTEMBER, 1905.

ON the application of the Amalgamated Society of Carpenters and Joiners, Invercargill Branch, it is ordered that David Fairweather and Johnston Bros. of Invercargill, builders, are joined to and bound by the said award.

FREDK. R. CHAPMAN, J., President.

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932. DUNEDIN AND SUBURBAN GENERAL LABOURERS. — DISPUTE REFERRED TO COURT.

THE recommendations of the Conciliation Board, published in the *Labour Journal*, No. 151, page 772, have not been accepted by the parties. The dispute has therefore been referred to the Arbitration Court.