

(1204.) OTAGO COAL-MINERS (CROMWELL AND BANNOCKBURN COLLIERIES.)*—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1905,” and its amendments, and in the matter of an Industrial Dispute between the Otago Coal-miners’ Industrial Union of Workers (hereinafter called “the said union”) and the Cromwell and Bannockburn Collieries Company (Limited) (hereinafter called “the employer”):—

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 the employer by its 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 employer, 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 employer, and that the said

* For claims of union, see May.

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 employer 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 March, 1907, and shall continue in force until the 1st day of March, 1909. [S]

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 18th day of February, 1907.

W. A. SIM, Judge.

SCHEDULE.

Balloting.

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. For Excelsior and Wilson's Mine, in all places 6 ft. wide and 5 ft. high, and over, 3s. 9d. per ton. For Kawaru Mine, in all places 7 ft. wide and 6 ft. high, and over, 4s. per ton. In both mines, dross, 2s. per ton.
3. The miner to bag the coal, and where rails are not laid to the face to drag it to the nearest truck; and when the distance which the miner has to drag the coal exceeds 10 yards, he shall be paid 3d. extra per ton.

Trucking.

4. The employer to make its own arrangements with regard to the trucking of coal.

Places worked on Shifts.

5. Places worked on two shifts to be paid 6d. per ton extra. When worked by three shifts, 1s. per ton extra shall be paid. Places worked

by two men on the same shift to be paid for at the rate of 6d. per ton extra. Provided that the provisions of this clause shall not apply to the working of pillars.

Bags.

6. Sixteen 4-bushel bags to constitute a ton. In ordinary circumstances the bags to be equally distributed throughout the mine.

Deficient Places.

7. Deficient places to be paid shift wages, and to mean places driven through soft, stony, or faulty coal, and all places below dimensions stated in clause 2.

Wet Places.

8. Men working in wet places shall be paid shift wages for six-hour shifts. If any dispute arises over wet places, the matter to be arranged between mine-manager and two representatives of miners.

Shift Wages.

9. When miners are employed on shift wages they shall be paid 10s. per shift.

Overtime.

10. Overtime shall be paid for at the rate of time and a quarter. Christmas Day, Boxing Day, January 1st and 2nd, Good Friday, and Sundays shall be paid for at the rate of time and a half. Overtime shall not be paid in cases of accident or Sunday pumping.

11. No shift man to be employed in a place where piece rates have been fixed.

12. Any workman taken away from the face to do any work, whether inside or outside the mine, to be paid shift wages — viz., 10s. per shift.

Equality of Work.

13. Every workman to receive as far as practicable an equal share of work.

Timbering.

14. All timbering (except props in working-faces) to be paid for at shift wages.

Payment of Wages.

15. Section 3 of "The Workmen's Wages Act, 1893," having prescribed that, in the absence of an agreement in writing to the contrary, the entire amount of wages earned by or payable to any workman engaged or employed in manual labour shall be paid to such workman at intervals of not more than one week, the Court orders as a term of this award, that no agreement in writing shall be made between the employer and its workmen whereby the payment of wages shall be made at intervals of more than two weeks.

Sharpening Tools.

16. The employer shall sharpen all tools free of cost.

Preference.

17. So long as the rules of the union shall 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, who is of good character and sober habits and who is a competent miner, to become a member of such union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon a written application of the person so desiring to join the union, without ballot or other election, then, and in such case, the employer shall employ members of the union in preference to non-members, provided that 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.

18. The union shall keep at the Bannockburn Post-office, or at some other convenient place which may be agreed upon between the local committee of the union and the mine-manager for the time being, an employment-book, wherein shall be entered the names and addresses of all members of the union who shall from time to time be desirous of obtaining employment with the employer, with the class of work in which each such member is proficient, and the names, addresses, and occupations of all persons by whom each such member of the union shall have been employed during the preceding year. Immediately upon any such member ceasing to desire employment with the employer, or obtaining employment elsewhere, 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 the union, or in case the executive of the union shall not have used reasonable efforts to verify the same. Such book shall be open to the employer and to its servants without fee or charge at all hours between 8 a.m. and 5 p.m. on every working-day. If the union fail to keep the employment-book in manner required by this clause, then, and in such case, and so long as such failure shall continue, the employer may employ any person or persons, whether a member or members of the union or not, to perform the particular work required to be done, notwithstanding the foregoing provisions. Notice shall be given by the union in writing to the employer when such employment-book is lodged in such place.

19. 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.

Matters not provided for.

20. Anything not herein provided for to be arranged between the mine-manager and local committee of the union. Should they fail to agree, the matter may be referred to the Stipendiary Magistrate of this district, whose decision shall be final.

Term of Award.

21. This award shall come into operation on the 1st day of March, 1907, and shall continue in operation until the 1st day of March, 1909, and thereafter shall remain in force until superseded by another award.

Scope of Award.

22. This award shall bind the employer and any other company or person that may at any time hereafter work the employer's said coal-mines, or either of them, but shall not bind any other company or person.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereto set his hand, this 18th day of February, 1907.

W. A. SIM, Judge.

REASONS FOR AWARD.

The evidence satisfied us that the market for the employer's coal is likely to be reduced in the near future, and that decreased output will mean increased cost of production. In these circumstances the Court did not feel justified in altering the existing conditions except in some small respects. For this reason shift wages have been maintained at 10s. per shift, although it is clear that the standard rate in the neighbourhood is 11s. per shift.

W. A. SIM, Judge.

Dated this 18th day of February, 1907.