

(1508.) OTAGO COAL-MINERS (ALEXANDRA COAL-MINING COMPANY)—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 Alexandra Coal-mining Company (Limited) Industrial Union of Employers (hereinafter called “the employer”) and the Otago Coal-miners’ Industrial Union of Workers (hereinafter called “the union”).

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 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 2nd day of March, 1908, and shall continue in force until the 2nd day of March, 1910.

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 29th day of February, 1908.

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 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.
 - (d.) Not less than 75 per cent. of miners to ballot for all special places.
 - (e.) The union shall appoint two scrutineers, who shall accompany the manager or his deputy and examine and mark all places to be balloted for. The said scrutineers to draw ballot on behalf of the members.

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. Dross, if filled by the company, not to be paid for. All coal to be forked.

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, faulty coal, extremely hard places, or places under 9 ft. wide and 6 ft. high. Should a dispute arise as to whether a place is deficient, the scrutineers to have power to examine the place, and, in the event of their being unable to agree with the management, then the matter shall be referred to the Stipendiary Magistrate, whose decision shall be final.

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 provisions of "The Coal-mines Act, 1905."

All time worked in excess of the hours herein specified shall be considered overtime, and paid for at the rate of time and a quarter on week-days and time and a half on Sundays and holidays.

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 for 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. Employer to allow 1d. per day per man in lieu of tallow.

20. Brace-men to be paid 9s. per shift.

21. Engine-men to be paid 10s. per shift of eight hours, inclusive of the time necessary for getting up steam, banking fires, &c.

22. All workers at present receiving more than the minimum wages mentioned in this award shall continue to receive the same wages.

Preference.

23. 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 employer 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 the employer and non-unionists at the time when such amendment as aforesaid shall be made, and notice thereof shall be given to the employer, or at the date hereof; but the employer may continue to employ any miner then actually employed by it 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 *bona fide* give notice to a delegate of the union employed in or near the mine of his willingness forthwith to join the union.

24. 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 employer, 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 all 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 employer and its servants without fee or charge at all hours while 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 employer 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.

25. The employer shall not in the engagement or dismissal of its hands discriminate against members of the union, nor in the conduct of its business do anything for the purpose of injuring the union, whether directly or indirectly.

26. 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.

27. Any workman who considers himself incapable of earning the minimum wage fixed by this award 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.

28. 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 other person appointed by him.

29. The provisions of this award are limited to the parties herein named.

Term of Award.

30. This award shall come into force on the 2nd day of March, 1908, and shall continue in force until the 2nd day of March, 1910.

In witness whereof the seal of the Court of Arbitration hath hereunto been put and affixed, and the Judge of the said Court hath hereto set his hand, this 29th day of February, 1908.

W. A. SIM, Judge.

MEMORANDUM.

This award embodies an agreement arrived at by the parties at a conference ordered by the Court after the dispute had been partly heard.

W. A. SIM, Judge.