

NELSON INDUSTRIAL DISTRICT COAL-MINE WORKERS.—
AWARD

In the Court of Arbitration of New Zealand, Nelson Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Nelson Industrial District Coal-mine Workers' Industrial Union of Workers (hereinafter called "the union"), and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Owen Collieries, Ltd. (J. Baird), 55 Trafalgar Street,
Nelson.

Puoponga Coal-mine, Ltd., Nelson.

Wynn, G. and A. H., Mangarakau, Collingwood.

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, 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 a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this

award shall take effect as hereinafter provided, and shall continue in force until the 30th day of April, 1946, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 12th day of February, 1945.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Hours of Work

1. (a) The ordinary working-time shall be five days per week, but the management shall have the right to have any necessary development, repair, or maintenance work performed on Saturdays when such work cannot be conveniently carried out on other days and when the employment of additional men to do the work on other days would not be justified, and such work shall be paid for at ordinary time rates. "Development work" does not include the driving of places.

(b) The hours of work shall be: for underground workers, eight hours bank to bank, and for surface workers, eight hours exclusive of meal-times, excepting on Saturdays, when the hours shall be: for underground workers, six hours bank to bank, and for surface workers, six hours exclusive of meal-times.

(c) Any arrangement in force regarding travelling-time underground shall be continued: Provided that nothing in this clause shall prevent an amendment of any travelling-time which may become necessary by reason of altered conditions in any mine.

(d) Knock-off time shall be called by the deputy or other authorized official for each section of the mine, and any worker leaving his work before the notified time shall be subject to instant dismissal: Provided that in cases of necessity permission to leave the mine during working-hours shall be obtained from the deputy underviewer or manager.

(e) When double shifts are worked the starting and finishing times shall be as may be arranged for each mine.

Back Shift

2. Men employed on the back shift shall be paid 1s. 6d. per shift extra. Men employed on the night shift shall be paid 2s. per shift extra. Men employed continuously on night shift shall be paid 3s. per shift extra. By "continuous employment" is meant employment for a period longer than one fortnight.

Wet Places

3. (a) (i) For men in wet places, as hereinafter defined, six hours shall constitute a full shift. A "wet place" shall mean a place where a workman cannot avoid his clothing becoming saturated with water, or where he has to work in more than 3 in. of water: Provided that in places where two or more men are employed and the place is over 12 ft. wide, any man who can work dry shall work eight hours. Truckers shall work eight hours, if required, and for so doing shall be paid for three hours extra at their daily wage rate.

(ii) In cases in which outside workers cannot avoid becoming wet in the performance of their duties they shall be granted an allowance of 9d. per shift worked.

(b) Should any difference of opinion arise as to the application of this clause to any particular place, the question shall be decided by the workmen's inspectors and the manager, and should these parties fail to agree they shall appoint an umpire, whose decision shall be final.

Holidays

4. (a) The following shall be regarded as holidays, for which payment shall be made at the respective wage rates provided in this award: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, May Day, Labour Day, and the birthday of the reigning Sovereign. In the event of any of the above holidays falling on a Saturday or a Sunday, another day shall be substituted therefor by agreement between the manager and the union. All work done on any of the above holidays specified shall be paid for at the rate of double time. Men employed on Sundays at any work regularly done on Sundays shall be paid at the rate of time and a half, and in all other cases double time shall be paid for Sunday work.

(b) Annual holidays shall be allowed in accordance with the Annual Holidays Act, 1944.

Overtime

5. All time worked in excess of the normal shift on any day shall count as overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter. Payment for work done on Saturday shall be at the rate of one and a half days' pay for each day's work.

Payment of Wages

6. All wages shall be paid fortnightly at the mine on Fridays.

Rates of Wages

7. (a) Underground workers:—	Per Shift.
(i) Truckers and horse-drivers—	£ s. d.
Over nineteen years of age ..	1 4 6
Eighteen to nineteen years of age ..	1 1 3
Seventeen to eighteen years of age ..	0 18 8
Sixteen to seventeen years of age ..	0 15 10
(ii) First-class shiftmen	1 5 10
Second-class shiftmen	1 4 6
“First-class shiftman” shall mean one who is capable of doing timbering or other responsible work to the satisfaction of the manager.	
Shot-firers	1 8 3
Miners hewing coal	1 7 0
Miners taken from face for any other work	1 7 0
(b) Surface workers:—	
Over nineteen years of age ..	1 3 6
Eighteen to nineteen years of age ..	0 18 8
Seventeen to eighteen years of age ..	0 16 1
Sixteen to seventeen years of age ..	0 13 5
Fifteen to sixteen years of age ..	0 11 4
Under fifteen years of age ..	0 8 5
(c) Engine-drivers, carpenters, blacksmiths, &c.:—	
Winding-engine drivers, hauling men ..	1 10 1
Winding-engine drivers, not hauling men	1 8 0
Engine-drivers required to hold first-class stationary certificate ..	1 8 0
Engine-drivers required to hold second-class stationary certificate ..	1 6 6
Locomotive-driver	1 8 0

	Per Shift.
	£ s. d.
(c) Engine-drivers, &c.— <i>continued</i>	
First-class fitters and turners	1 9 4
Second-class fitters and turners	1 7 4
Winch-drivers	1 6 0
Firemen requiring second-class certificate	1 6 6
Firemen not requiring certificate	1 4 11
Carpenters, first-class	1 8 0
Carpenters, second-class	1 6 6
Fan-motor attendants	1 6 6
Blacksmiths, horse-shoers, tool-sharpeners	1 8 0
Pumpmen	1 6 0
Timber-getters	1 4 1

Payment for Special Work.—When miners are selected by the management for special work in connection with stone drives or driving through loose ground they shall be paid £1 10s. per shift; but this rate shall be paid only to two men on any one shift in any place. Other men employed with these two men shall be paid the shiftmen's rate.

Stone-dusting

8. Men engaged in stone-dusting shall work seven hours bank to bank. While actually employed on stone-dusting men shall be paid £1 8s. 3d. per shift of seven hours.

Under-rate Workers

9. If any worker is unable for any cause to earn the minimum wage provided by this award for any class of work at which he may desire to be employed, such worker may be employed at such lesser wage as may be agreed upon in writing between the union and the manager of the mine. The term "worker" in this clause shall mean either a man or a youth, as may be applicable.

Workers to be Members of Union

10. It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any person who is not for the time being a member of an industrial union of workers bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

Exemption

11. The provisions of this award shall not apply to the manager of the mine.

Notice of Dismissal or Retirement

12. (a) When the services of any worker are to be dispensed with for any reason other than some fault of his own, he shall be entitled to a fortnight's notice before dismissal; and any worker desiring to leave his employment shall be required to give a fortnight's notice of his intention to do so.

In the event of any workman committing a breach of the Coal-mines Act or of any of the general or special rules or the regulations thereunder, or refusing or neglecting to carry out the instructions of the management, or if any worker misconducts himself or either openly or secretly incites, instigates, assists, or endeavours to influence other workers to disregard the provisions of any clause herein, such workman shall be liable to instant dismissal.

(b) If the union alleges that a manager in the engagement or dismissal of men has been guilty of victimization or has committed an injustice and the matter cannot be settled by the District Disputes Committee, it shall be investigated by a committee representative of the executive of the Coal-mine Owners' Association and the Miners' National Council. Should they fail to reach an agreement, an independent chairman, to be mutually agreed upon, shall be appointed, and his decision shall be final and binding upon the parties.

Engagement of Men

13. The Pulonga Co. shall be entitled to employ the same number of shareholders (six) as was employed at the beginning of December, 1936, and to maintain the working shareholder strength at six. The working shareholders may be employed at the same classes of work as they were in the habit of performing prior to December, 1936. Any shareholder who may transfer his shares in the company shall relinquish his right of employment thereby. For extra men who may be required at any future time at the Pulonga Colliery, preference shall be given equally to ex-employees of the Pulonga Coal-mine, Ltd., who are members of the Nelson Industrial District Coal-mine Workers' Industrial Union of Workers, and such ex-employees shall ballot for vacancies available. Should it become necessary to shorten hands, the men to be dismissed

shall be selected by ballot from among the company's employees other than the working shareholders. This clause shall apply only to the Puponga Coal-mine, Ltd., and its employees.

Men to do any Work required

14. A worker employed on day-wages shall perform any class of work he may be required to do in or about the mine. If he shall be temporarily removed from the work for which a higher rate is provided by this award than for the work to which he shall be removed, he shall nevertheless be paid the rate for the work from which he shall be removed. If the work to which he shall be removed shall be paid for at a higher rate than that from which he shall be removed, he shall be paid the rate for the work to which he shall be removed. On resuming his usual work he shall be paid the rate of wages provided for that work: Provided that in any case in which the temporary removal has been for a period exceeding four but not exceeding six weeks, the workman shall be entitled to one week's notice before reverting to the lower rate, and in any case in which the temporary removal has been for a period exceeding six weeks he shall be entitled to two weeks' notice before reverting to the lower rate.

Absence from Work

15. Any worker absenting himself from work for more than one day without first having obtained the permission of the manager shall be deemed to have left his employment without notice; but this provision shall not apply in cases of sickness or accident.

Fatal Accidents

16. In the event of any fatal accident occurring in or about the mine, it shall be lawful for the workers to cease work for the remainder of the day on which the accident occurs. It shall also be lawful for the workers, excepting pumpmen, fan attendants, or men required to maintain the safety of the mine, to cease work for one whole day to attend the funeral of the deceased worker, but not further or otherwise.

Injured Workers

17. In the case of any accident occurring in the mine and the injured man having to be carried out, the official in charge shall select the men required as stretcher-bearers. These men shall be paid for any time lost.

Supply of Tools

18. The company shall provide free all tools for day-wage men, and each man shall be responsible for tools supplied to him.

Rights of Workers

19. Representatives of the union shall be granted leave of absence to attend to union business on due notice being given to the manager.

Right to Contract

20. The company shall have the right to invite tenders and let contracts on co-operative principles for the execution of any work not specifically provided for in this award.

Coal to Workers

21. Workers who are householders shall have the right to purchase, for their own use only, coal from the mine at 10s. per ton.

Disputes Committee

22. (a) Any dispute concerning any matter not specifically provided for in this award which cannot be settled by the executive of the union and the management of the mine shall be immediately referred to the District Disputes Committee.

(b) The District Disputes Committee shall consist of one representative appointed by each side, and one other person appointed by the representative (or, in default of such agreement, appointed by the Court) as chairman, and shall deal with any matter which has not been settled by the means provided in subclause (a) hereof. A majority decision of the District Disputes Committee shall be final and binding on all parties.

(c) Pending the decision, work shall continue in all respects as before the dispute arose.

Application of Award

23. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

Scope of Award

24. This award shall apply to all coal-mines in the Nelson Industrial District.

Term of Award

25. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of May, 1944, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 30th day of April, 1946.

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 12th day of February, 1945.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

In making the award, which embodies the terms of settlement arrived at by the assessors in Conciliation Council, the Court has had regard to the provisions of the Economic Stabilization Emergency Regulations 1942.

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

A. TYNDALL, Judge.
