

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

(10474.) KAITANGATA COAL-MINES.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925 ; and in the matter of an industrial dispute between the undermentioned persons, firms, and companies (hereinafter called “ the employers ”):—

The Kaitangata Coal Co., Ltd.,
and

The Kaitangata 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 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 1st day of May, 1936, 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 7th day of June, 1933.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. (a) The hours of work shall be—for underground workers, eight hours bank to bank ; and for surface workers, eight hours exclusive of meal-times.

(b) Every alternate Saturday shall be an idle day.

(c) All work done on pay Saturday or on Saturday afternoons shall be paid for at ordinary rate only : Provided that at any mine working two shifts the management shall have the right to cause the back shift to be idle every Saturday, and the day shift to be worked on pay Saturday.

(d) Any arrangement at present in force at any mine regarding travelling-time underground shall be continued for the period of this award. Knock-off time shall be called by the deputy or other

authorized official in each section of the mine. Any worker disregarding the provisions of this clause shall be liable to instant dismissal. In cases of necessity, permission to leave the mine during working-hours shall be obtained from the deputy, underviewer, or manager.

(e) Provided that the parties to this award may make a mutual arrangement for a shorter working-day on Saturday.

Cavilling.

2. (a) All places shall be cavilled for every three months: Provided that the company shall have the right to work coal by day labour when necessary for development purposes, or in any mine not regularly producing coal. The number of men so employed shall not exceed nine men in the two mines—the company to have the right to work pieceworkers on idle days in places considered by the manager to be urgent. The union shall be notified in all such cases.

(b) Places shall be classified by the manager as “ordinary” and “special” places, and must be distinctly marked as such before the cavil is drawn. Two scrutineers appointed by the union shall see that the places are marked. The scrutineers appointed by the union shall be responsible for the drawing of cavils.

The management shall have the absolute right to object to any men whose names are included in the general cavil being drawn for special places.

(c) If more than one man is out of a place during the period of a cavil, existing vacant places shall be balloted for. When a man has finished his place he shall enter his name in the ballot-book kept at the mine office, and he shall have the first chance of any place becoming vacant.

(d) Dips shall not be included in the cavil, but may be worked on shift wages or on contract at the discretion of the manager: Provided that no contract for a dip heading shall be let at less than heading rates.

(e) The mine-manager shall have the right to withdraw a man from any place and replace him by another man during the period of a cavil, if it is necessary to do so for consideration of safety or for the proper working of the place.

(f) In the event of any working-place being left in bad order at the end of a cavil, the miners cavilled to such place shall report the same to the mine-manager or underviewer, who shall, together with the workmen's scrutineers, examine the place so complained of. If the complaint be well founded, they shall value the work required to be done to put the place in reasonably good working-order, also value the loss of time inquiring into the case, and a sum thus decided upon shall be deducted from the earnings of the men responsible for leaving the place in bad condition, and paid over to the men cavilled to the place.

(g) In the event of parties being split up at the quarterly cavil they shall cease to be mates for the rest of that quarter. Should a place be stopped for any cause whatsoever and restored during the cavil, the men who balloted that place at the cavil shall return to work it.

(h) In the event of a man or men being out of a cavil before the quarterly cavil and drawing a blank, order of prefernece as before the quarterly cavil.

Provisions for Truckers going on Coal.

3. In the event of additional men being required on the coal, truckers over the age of twenty-one years who have worked not less than three years in a coal-mine and not less than two years in the company's employ may, with the consent of the manager, be included in the cavil.

Back Shift.

4. Two pence per ton in addition to the ordinary hewing-rates shall be paid to men working on the back shift in two-shift places—*i.e.*, where the day shift is followed by an afternoon shift and the men work in the same face. The same extra rate of 2d. per ton shall also be paid to miners working on the back shift, although their places are not double-shifted. Men who earn yardage in double-shift places shall be paid 1s. 6d. per yard more than they would be paid for similar work in single-shift places.

Dog Watch.

5. Not more than six pairs of miners shall be employed on the third shift, and then only for development work, except in cases of emergency, when the management shall have the undisputed right to work the number of places required to cope with such cases of emergency. A "case of emergency" shall mean any circumstances or conditions which may impede or interfere with the workings of any section of the mine. Threepence per ton above the ordinary hewing-rate shall be paid to miners working on the third shift. Sixpence per shift more than the daily rate shall be paid to the men working for wages in the back shift, and 9d. per shift more than the daily rate to men working for wages on the night shift.

Regulation of Turn.

6. The turn of skips throughout the mine shall be as evenly distributed as possible.

Timbering by Miners.

7. Miners shall securely timber their working-places, and shall maintain all timbers for a length of 12 ft. back from the face. Miners shall set props without payment. Sets shall be paid for at

the following rates: Up to 8 ft. wide, 3s. 5½d.; and for every additional foot, 5½d. extra. Props over 12 ft. long shall be paid for at the rate of 1s. each.

Laying Roads.

8. All rails shall be laid by the company. Short rails shall be provided by the company for each place.

Wet Places.

9. Men in wet places shall work six hours bank to bank, and each piece-rate worker shall be paid for two hours extra at the rate of 2s. 3d. per hour.

A "wet place" shall mean a place in which a workman has to stand in more than 3 in. of water, or where within three hours of starting work his clothes are wet by water dripping from the roof. Men in such places shall report to an official before leaving the mine. Should any difference of opinion arise as to the application of this clause to a particular place, the question shall be settled by the manager and the workmen's inspectors; and should these parties fail to agree they shall appoint an umpire, whose decision shall be final.

Absence from Work.

10. Any employee absenting himself from work without having first obtained permission from the manager shall be deemed to have left his employment without notice. This clause shall not apply in case of sickness or accident.

Holidays.

11. The following shall be Christmas holidays: From the 24th December to the 2nd January, both days inclusive. Other holidays shall be Sovereign's Birthday, Labour Day, Good Friday, Easter Monday, and picnic day. Should any of these days fall on a Sunday, the day following shall be observed as a holiday. Men employed at any work regularly done on Sunday shall be paid at the rate of time and a half, and in other cases double time. Men employed on the 25th or 26th day of December, or on the 1st or 2nd days of January, shall be paid double time; but men employed on the 24th December and from the 27th to the 31st December, both inclusive, shall be paid only ordinary hewing or daily-wage rates. All work done on other holidays specified in this award shall be paid for at the rate of double time.

Overtime.

12. Overtime shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

Disputes Committee.

13. (a) Any dispute concerning any matter not specifically dealt with 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 the local Magistrate or other person agreed upon by the representatives (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 sub-clause (a) hereof. A majority decision of the District Disputes Committee shall be final and binding on all parties.

(c) Work shall continue in all respects pending the decision of the dispute as before the dispute arose.

Fatal Accidents.

14. 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 said accident occurs: Provided that it shall be lawful for the company's workers, excepting pumpmen, fan-attendants, or men required to maintain the safety of the mine, to cease work for one whole day for the purpose of attending the funeral of the deceased worker, but not further or otherwise.

Injured Workers.

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

Tool-sharpening.

16. All workmen's tools shall be sharpened by the company free of charge.

Supply of Tools and Explosives.

17. Explosives and tools shall be supplied to miners at present price.

Shiftmen's Tools.

18. The company shall provide free all tools for shiftmen, and each man shall be responsible for tools supplied to him.

Miners required by the management to do shift-work and to use their own tools shall be paid an allowance of 6d. per day for the use of their tools.

Preference.

19. If and so long as the rules of the union shall permit any person of good character and sober habits, who is or has been working at any of the work coming within the scope of this award, to become a member of the union, upon payment of an entrance fee not exceeding 5s., upon his written application, without ballot or other election, and so continue upon payment of subsequent contributions, whether payable weekly or not, not exceeding 9d. per week, the company shall employ members of the union in preference to non-members,

provided there are members of the union available equally competent with non-members to perform the particular work required to be done and ready and willing to undertake it. This clause shall not apply to officials of the company, including underwriters, deputies, pumpmen, engine-drivers, firemen, fan-attendants, banksmen, and railway hands, and fitters.

Under-rate Workers.

20. If any worker is unable from any cause to earn the minimum wage provided by this award for any class of work in which he is seeking employment, such worker may be employed at such lesser wage as may be agreed upon in writing by the president of 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.

Rights of Workers.

21. A representative of the union shall be granted leave of absence to attend to the business of delegates' meetings on due notice being given to the manager. Miners' representatives shall be permitted to visit the scene of any serious accident with the manager or his deputy officer, and shall be notified of any serious accident as soon thereafter as practicable. The names of union representatives shall be lodged with the manager.

Notice of Dismissal or Retirement.

22. 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: Provided that this shall not apply in cases where through any unforeseen circumstances the management is unable to provide work for all or any of its employees. When the mine is working not more than eight days per fortnight no fresh men shall be employed on the coal. In the event of the shortening of hands, the last to be engaged by the company shall be the first to be dismissed—continuous service only to count. This shall apply to pieceworkers only. In the event of any workmen committing a breach of the Coal-mines Act, or of any of the general or special rules or 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 of this award or the operation of the Industrial Conciliation and Arbitration Act, 1925, such workmen shall be liable to instant dismissal.

Right to Contract.

23. The management shall have the undisputed right to let contracts for any development work or other work, either underground or on the surface, under co-operative principles.

Payment of Wages.

24. Wages shall be paid fortnightly at the mine, on a day to be agreed upon between the management and the union.

Minimum Wage.

25. A miner working on tonnage rates who shall be unable through no fault of his own to earn an average of 17s. 6d. per shift for any fortnight shall be paid such an amount as may be necessary to bring up his earnings to that average for the period.

Crunching.

26. The practice of blasting the coal out of the solid without preliminary holing or cutting shall not be permitted, and shot-firers shall not fire any charge until a proper amount of holing and cutting has been done.

"Go Slow."

27. The adoption of a "go-slow" policy in any mine shall be a breach of this award, and workers participating in such policy shall be liable to dismissal without notice, in addition to any other penalties to which they may be liable.

Working by Machines.

28. The management shall have the right to introduce machines to work the whole or any part of the mine on giving fourteen days' notice of its intention to do so to every miner employed in those places in which machines are to be used. If at any time the management introduces machines, the men then employed hewing coal shall have preference of employment if after a fair trial they are found to be competent to work the machines.

Day-wages Men.

A. UNDERGROUND WORKERS.

29. (1) Truckers, rope-road attendants, horse-drivers, pit-bottomers, and winchmen:—

	Per Shift.	
	s.	d.
From fourteen to fifteen years of age ..	6	3
From fifteen to sixteen years of age ..	7	11
From sixteen to seventeen years of age ..	9	5
From seventeen to eighteen years of age ..	11	0
From eighteen to nineteen years of age ..	12	8
From nineteen to twenty years of age ..	14	2
Over twenty years of age	16	7

Provided that men, or boys over seventeen years of age, who have had no previous experience underground, if engaged as truckers, shall be paid 2s. per shift less than the foregoing rates for the first three months.

(2) Shiftmen: First-class, 17s. 9d.; second-class, 16s. 9d. "First class shiftman" shall mean one who is capable of doing timbering or any other responsible work to the satisfaction of the manager.

(3) Miners taken from the face for any other work, 17s. 9d.

(4) Shot-firers shall be paid 1s. per shift additional to first-class shift rate.

B. SURFACE WORKERS.

(1) General:—

	Per Shift.
	s. d.
From fourteen to fifteen years of age ..	4 11
From fifteen to sixteen years of age ..	6 5
From sixteen to seventeen years of age ..	7 11
From seventeen to eighteen years of age ..	9 4
From eighteen to nineteen years of age ..	10 10
From nineteen to twenty years of age ..	12 3
Over twenty years of age ..	15 3

(2) Blacksmiths: First-class, 18s. 11d.; second-class, 17s. 9d. Tool-sharpeners, 16s. 9d. per day.

(3) Carpenters: First-class, 18s. 2d.; second-class, 15s. 9d. Fitters: First-class, £1 0s. 6d.; second-class, 18s. 11d.

Men affected by Damp or Fumes.

30. For men affected by damp or fumes at a fire six hours shall constitute a shift, and time and a quarter shall be paid for all time worked in excess of six hours.

Trucking.

31. The company shall truck the coal from the face, but the miners shall take the empty from the tip up to the face. The tip shall be made by the company, and shall not be further from the face than 60 ft. In the event of there being a shortage of truckers, the management shall have the right to arrange with the miners to do their own trucking.

Idle Days.

32. When the next shift is to be idle the horn shall be blown as follows: Day shift: Kaitangata No. 1 Mine, 7 p.m.; Kaitangata No. 2 Mine, 8 p.m.; Castle Hill Mine, 8.30 p.m. Afternoon shift: Kaitangata No. 1 Mine, 10 a.m. or 1 p.m.; Kaitangata No. 2 Mine, 10.30 a.m. or 1.30 p.m.; Castle Hill Mine, 12 noon.

Coal to Employees.

33. The price of coal supplied to the company's employees for their own use shall not be raised above the price at present charged during the period of this award.

Piecework Rates.

34. The word "box" used herein shall mean a box of the size now used in the mine filled with coal up to the top of the box at the sides, and at the centre up to the height of 6 in. above the top of the box when it leaves the face. Coal shall be filled with the shovel, and the rates of payment shall be as follows:—

In headings, 1s. 0½d. per box, plus 9s. 8½d. per yard when worked on one shift. A "heading" shall be a place driven to the full rise of the seam in the solid coal from which bords or levels are broken away. A heading shall cut off all places.

In levels, not less than 6 ft. wide, 1s. 0½d. per box, plus 6s. 11½d. per yard when worked on one shift. A "level" shall be a place driven level-course in the seam.

In stentons, not less than 6 ft. wide, 1s. 0½d. per box, plus 8s. 4d. if over 50 ft. in length; heading rates shall be paid for all driving over 50 ft. A "stenton" shall be a place driven between and connecting with two levels or bords.

Pillars: For pillar coal, 1s. 0½d. per box shall be paid, except in cases where a strip is less than 6 ft. wide, when shift-wages shall be paid.

In cases where the ends of pillars are blocked by a fall of stone and are inconvenient or dangerous to work in the ordinary course, stenton rates shall be paid for opening up.

Bords: A "bord" shall be a place driven on the plane of the coal not less than 12 ft. wide.

For breaking away bords level yardage rates in addition to rate per box shall be paid until full bord width is obtained.

For brushing or driving bords with one man on the shifts the rates shall be 1s. 0½d. per box, and where two men are necessary in the same bord 1s. 1½d. per box.

In bords driven to the rise so as to require a wheel, 1d. per box shall be paid in addition to the regular rate.

In bords driven half on end, half level yardage rate shall be paid in addition to the hewing-rates.

Head coal: Head coal shall be classed as pillars, and shall be worked out as required at the pillar rate per box.

Crosscuts: A "crosscut" shall mean a place driven less than 12 ft. wide at an angle of from 30 to 60 degrees from level course, and shall be paid for at the rates herein provided for stentons.

Brushing headings: For brushing headings shift-wages shall be paid.

Casting Coal.

35. Men required to throw their coal back any distance over 10 ft. and up to 15 ft. shall be paid 1d. per box in addition to the hewing-rate, and for any distance over 15 ft. 2d. per box in addition to the hewing-rate.

Misshots.

36. In the case of misshots the miners shall be refunded the price of the explosives used in the shot, and, unless found shift-work or other suitable employment, shall also be allowed payment for the time lost, not exceeding one hour in the case of permitted explosives or two hours and a half in the case of black powder, at the rate of 2s. 3d. per hour.

Drinking-water.

37. The company shall provide clean, pure water for drinking in each section of the mine.

General Order and Further Deduction.

38. All rates of remuneration specified in this award shall be subject to the general order of the Court dated the 29th day of May, 1931, and to a further deduction of 5 per cent.

Scope of Award.

39. This award shall be limited in its operation to the mine mentioned herein, and shall not extend to other employers unless and until ordered by the Court.

Term of Award.

40. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of May, 1933, 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 1st day of May, 1936.

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 7th day of June, 1933.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court was the term of the award. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.