

**OHAI COAL-MINES' UNDERVIEWERS AND DEPUTIES.—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 Ohai District Underviewers', Deputies', and Shot-firers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned companies (hereinafter called "the employers") :—

Birchwood Coal Co., Ltd., P.O. Box 674, Dunedin.

Black Diamond Coal Co., Ltd., Nightcaps.

Black Lion Coal Co., Ltd., Benhar.

Linton Coal Co., Ltd., P.O. Box 201, Invercargill.

Mossbank Coal Co., Ltd., P.O. Box 263, Invercargill.

Star Coal Co., Ltd., Ohai.

Wairaki Coal Co., Ltd., Don Street, Invercargill.

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 31st day of October, 1938, 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 25th day of July, 1938.

[L.S.]

— P. J. O'REGAN, Judge.

#### SCHEDULE.

##### *Wages.*

1. The minimum rates of wages shall be as follows:—
  - (a) Underviewers, £8 13s. per week.
  - (b) Deputies, £7 2s. 6d. per week, and 4s. extra for back shift and dog-watch.
  - (c) Underviewers shall be supplied with free coal.
  - (d) Any person employed in any official capacity for three days or less shall be paid for such time at the *pro rata* rate for the position he fills.

##### *Hours of Work.*

2. (a) The ordinary working-week shall consist of forty hours.
- (b) Overtime shall be paid for at the rate of time and a half for the first four hours and double time thereafter for any work in excess of eight hours in any one day: Provided that this subclause shall not apply where a deputy works a double shift on account of the sickness of a deputy or other cause.

(c) There shall be no restriction on Saturdays and Sundays of work that is required to be performed on these days—

- (i) For mine examination;
- (ii) For pumping and control of fires;
- (iii) In connection with any maintenance, repair, or development work which cannot conveniently be carried out at any other time.

(d) Provided, further, that any deputy who is required to work in excess of the forty hours per week shall be given equivalent time off at any time within twelve months, to be decided by mutual arrangement between the management and the deputy concerned.

(e) For the purpose of calculating time for which payment shall be made or time off shall be given, all work performed on Sundays shall be calculated at time and a half rates.

(f) The provisions of this clause shall not apply to under-viewers, and there shall be no restriction on the hours of work of underviewers.

#### *General Conditions.*

3. (a) When new places, or sections of places, are to be prepared for miners to start in, the deputies shall be given such assistance as may be necessary to enable them to prepare such places without interfering with their ordinary duties.

(b) All deputies shall be allowed the privilege of travelling the return from their own sections at frequent intervals.

(c) As soon as any man with a certificate starts on under-viewer or deputy work he shall be informed by the manager that he shall join the Underviewers' and Deputies' Union, and he shall forthwith cease to be a member of the Miners' Union.

(d) Should any circumstance arise which necessitates any member of the union commencing to get coal, he shall be entitled to have his name included in the general cavel.

(e) In the event of a serious accident necessitating the inspection of the scene of the accident by the workmen's inspectors (miners) and an Inspector of Mines, an underviewers' and deputies' representative may also attend.

(f) Employers shall arrange a rotation of shifts when convenient.

#### *Sick-pay.*

4. (a) An underviewer or deputy absent from work through sickness shall produce a medical certificate, if so required by the employer, and the employer shall have the right to nominate the medical practitioner from whom such certificate shall be obtained, the employer to pay the extra expense incurred.

(b) An interviewer or deputy shall be entitled to a payment of wages after six months' service during sickness, but not for any period exceeding four weeks in one year.

#### *Holidays.*

5. The holidays for deputies, without deduction from pay, shall be as per the local miners' award or agreement, or any equivalent number of other days at other times of the year, which shall be mutually arranged between the manager and the deputy. Interviewers shall, in lieu thereof, be given fifteen days' holiday at a time to be agreed upon by the manager and the interviewer.

#### *Notices.*

6. Fourteen days' notice of dismissal or retirement shall be given by the employer to the worker, or *vice versa*. This shall not prevent an employer from summarily dismissing a worker for good cause.

#### *Disputes.*

7. Any dispute in connection with any matter not provided for in this award shall be settled by a representative of the union and the manager concerned. Failing a settlement, it shall be referred to a committee of four, two appointed by the employer and two by the union, and in default of an agreement being arrived at such dispute shall be referred to the Inspector of Awards, Invercargill, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Inspector of Awards, may appeal to the Court upon written notice of such appeal being given within fourteen days after such decision shall have been communicated to the party desiring to appeal.

#### *Workers to be Members of Union.*

8. (a) 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 adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is 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.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

#### *Application of Award.*

9. (a) This award shall apply to underviewers and deputies in coal-mines.

(b) 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 that portion of the industrial district to which this award relates.

#### *Scope of Award.*

10. This award shall operate throughout that portion of the Otago and Southland Industrial District formerly known as the Southland Provincial District.

#### *Term of Award.*

11. This award, in so far as it relates to wages, shall be deemed to have come into force on the 3rd day of May, 1937, 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 31st day of October, 1938.

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 25th day of July, 1938.

[L.S.]

P. J. O'REGAN, Judge.

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#### MEMORANDUM.

The only matter referred to the Court was the date of the coming into force of the award. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

P. J. O'REGAN, Judge.