

**RUNANGA DISTRICT COAL-MINES' EMPLOYEES.—AWARD**

In the Court of Arbitration of New Zealand, Westland 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 Runanga District Coal-mine Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Bellevue Party (W. Hughes), Seven-mile Road,  
Runanga.

Boote and Party (A. Taylor), Dunollie, Runanga.

Fauth and Party (B. Steward), Duncan Street,  
Runanga.

Moody Creek Party (G. Wright), Seven-mile Road,  
Runanga.

Spark and Party (J. Isherwood), Pitt Street, Runanga.

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

##### *Industry to which Award applicable*

1. This award shall apply to all coal-mines other than State coal-mines in the coastal area between Greymouth and Westport.

##### *Rates of Wages*

2. The minimum daily rates shall be:—

(a) Underground workers—

|                                     | s. | d. |
|-------------------------------------|----|----|
| From sixteen to seventeen years ..  | 18 | 5  |
| From seventeen to eighteen years .. | 22 | 0  |
| From eighteen to nineteen years ..  | 25 | 0½ |
| Over nineteen years ..              | 27 | 8  |

(b) Surface workers—

|                                     |    |    |
|-------------------------------------|----|----|
| Under sixteen years ..              | 12 | 6  |
| From sixteen to seventeen years ..  | 15 | 4½ |
| From seventeen to eighteen years .. | 18 | 5  |
| From eighteen to nineteen years ..  | 21 | 1½ |
| Over nineteen years ..              | 24 | 5  |

(c) Shot-firers shall be paid 1s. per day above the rate ruling at each mine, with a minimum of 30s. per day.

(d) Adult workers temporarily employed on emergency outside work, such as the clearing of slips or excavating, shall be paid not less than £1 4s. 5d. per day.

(e) The mines shall be worked on day-wages.

Mines making payment in excess of the rates herein provided shall not make payment of a less amount unless by mutual agreement between the employer and the union.

### *Double-shift and Back-shift Places*

3. (a) A "double-shift" shall mean when one man, or one pair of men, succeeds another man or one pair of men in the same working-face.

(b) When men are employed in double-shift places, or on the back shift in single places, they shall be paid 1s. 6d. per shift in addition to the ordinary daily wage rate.

### *Wet Places*

4. (a) Men in wet places, as hereinafter defined, shall work six hours bank to bank. A "wet place" shall mean a place in which a workman cannot avoid his clothing becoming wet within three hours of his commencing work, or where he has to work in more than 3 in. of water on the floor. A workman shall report the wet condition of his place to the official in charge of the district within three hours of commencing work. Any workman, other than those engaged hewing coal, if required to work the full shift, shall be paid three hours extra at the daily rate. Should any difference of opinion arise as to whether these conditions exist in any particular place, the question shall be decided by the manager and the workmen's inspector, and should these parties fail to agree they shall appoint an umpire, whose decision shall be final.

(b) Water shall, as far as possible, be removed from the working-places by the management.

(c) Where in any mine men can be protected from water in wet places by any means mutually approved by the management and the workmen's inspector, then such means of protection shall be adopted.

(d) Oilskins shall be provided once every twelve months if required where shelter is not available or practicable.

(e) All dip workings which are wet shall be paid £1 6s. 11d. per shift.

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

### *Hours of Work*

5. The working-time shall be five days per week, with ten days' coal producing per fortnight, Saturday being an idle day. Saturday work shall be only for necessary repair and development work that cannot be done during the ordinary working-day, and such work shall be paid for at ordinary time rates.

The hours worked per day shall be on Monday, Tuesday, Wednesday, Thursday, and Friday: (i) for underground workers, eight hours bank to bank; (ii) for surface workers, eight hours exclusive of meal-time.

The hours worked on Saturdays shall be six hours bank to bank.

Knock-off time shall be called by an 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 official in charge.

### *Holidays*

6. (a) The following shall be regarded as holidays, for which payment shall be made at the respective wage rates provided in this award: New Year's Day, Christmas Day, Boxing Day, Anzac Day, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, and May Day. 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 observed in accordance with the Annual Holidays Act, 1944, and shall commence on the 24th December in each year.

(c) Employees working on contract shall be entitled to receive holiday pay.

### *Overtime*

7. Overtime shall be payable at the rate of time and a half for the first three hours and double time thereafter. Work done on Saturdays shall be paid for at the rate of one and a half days' pay for the Saturday shift.

### *Payment of Wages*

8. All wages shall be paid in cash or by cheque fortnightly. The pay-day shall be the same as that of the State mine. Where payment is made by cheque, two days only shall be kept in hand.

### *Men to do any Work required*

9. A workman shall perform any class of work he may be required to do in or about the mine, and, if instructed by the manager or his deputy, shall move from one place to another where his services may be required. If he shall be temporarily removed from work for which a higher payment is provided than for the work to which he is removed, he shall nevertheless be paid the rate for the work from which he is removed. If the work to which he is removed is paid for at a higher rate than that from which he is removed, he shall be paid the rate for the work to which he is removed. On resuming his usual work he shall revert to the rate of wages provided for that work: Provided that, in any case in which the temporary removal has been for a period exceeding two but not exceeding three pay fortnights, the workman shall be entitled to one week's notice before reverting to his lower rate of pay, and in any case in which the temporary removal has been for a period exceeding three pay fortnights he shall be entitled to two weeks' notice before reverting to the lower rate.

### *Rights of Workers*

10. Representatives of the union shall be granted leave of absence to attend to the business of delegates' meetings on due notice being given to the management.

Miners' representatives shall be permitted to visit the scene of any serious accident with the manager or his deputy, and shall be notified of any serious accident as soon thereafter as practicable.

The names of union representatives shall be lodged with the manager at each mine.

### *Management's Right to contract*

11. The management shall have the right to let contracts on co-operative principles for stone drives or special work of a similar nature.

### *Tools*

12. All tools and carbide shall be provided free to all workmen. Workmen shall exercise reasonable care with tools.

### *Notice of Dismissal or Retirement*

13. 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 week's notice before dismissal; and any worker desiring to leave his employment shall be required to give a week's notice of his intention to do so.

In the event of any workmen 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 therein, such workman shall be liable to instant dismissal.

### *Fatal Accidents*

14. In the event of any fatal accident occurring in or about the mine, it shall be lawful for the workmen to cease work for the remainder of the day upon which the said accident occurs: Provided that it shall be lawful for all workmen to cease work for one full day for the purpose of attending the funeral, 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 manager shall select men required as stretcher-bearers. These men shall be finished for the day and shall be paid for the full day.

### *Stop-work Meetings*

16. No stop-work meetings shall be held at the mine without the permission of the management. If such meetings be held in contravention of this instruction, employees absenting themselves from work for such meetings shall be liable to dismissal without notice.

### *House Coal*

17. Workmen who are householders shall be entitled to be supplied with 1 ton of coal per month free of cost for their own domestic use. Other workmen shall be entitled to be supplied with  $\frac{1}{2}$  ton per month for their own domestic use at a price of not more than 12s. 6d. per ton. This clause shall not operate to take away any concession at present granted to any workman.

*Broken Time*

18. The management shall not call workmen out for less than six hours' work. This provision shall not affect the arrangements which may be made with men and boys brought out for train-loading or other necessary work.

*Cost of Transport*

19. The maximum cost of transport to any employee shall be 8d. per day, any balance to be paid by the employer. This shall apply only to cost of transport from recognized mining townships to the mines.

*Bathhouses*

20. Bathhouses shall be erected where practicable.

*Disputes Committee*

21. (a) Any dispute concerning any matter not specifically provided for which cannot be settled by the representatives of the union and the management shall be immediately referred to the Central Disputes Committee.

(b) The Central Disputes Committee shall consist of three representatives of the Grey Miners' Central Committee and three representatives of the co-operative coal-mine parties.

(c) Failing an agreement being reached by this Central Committee, the members thereof shall appoint a chairman, who shall have a vote, and a majority decision of the Committee so constituted shall be final and binding.

(d) Pending a settlement of any dispute, work shall continue in all respects as before the dispute arose.

(e) The chairman of a Disputes Committee appointed under subclause (c) hereof shall be paid a fee of two guineas for each day or part of a day he is engaged upon the work of the Committee, together with actual travelling-expenses incurred by him.

In each case this payment shall be made in equal proportions by the Grey Miners' Central Committee and the mine party concerned in the dispute.

*Sharing of Work*

22. In slack time work shall be shared equally among the employees at the mine.

*Preference*

23. When at any mine there are ex-employees of the mine waiting for employment who are competent to fill any vacancies that may arise, they shall have preference of

employment according to seniority of service. If there are no ex-employees waiting for employment at any mine where a vacancy arises, preference shall be given to unemployed members of the union. It shall not be lawful for any employer to employ non-unionists. Any member coming within the scope of this award who has been employed prior to the coming into force of this award, and who shall not become a member of the union within seven days of receiving a request in writing from the secretary of the union, and remain such member, shall be dismissed by the employer from his service.

This clause shall be read subject to section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936.

This clause shall not apply to officials, including under-viewers and deputies.

#### *Term of Award*

24. 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.

---



RUNANGA DISTRICT **COAL-MINES' EMPLOYEES.**—AMENDMENT  
OF AWARD

In the Court of Arbitration of New Zealand, Westland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the Runanga District Coal-mines' Employees' award, dated the 12th February, 1945, and recorded in 45 Book of Awards 10.

Monday, the 6th day of August, 1945.

UPON reading the joint application of the parties for amendment of the Runanga District Coal-mines Employees' award, dated the 12th day of February, 1945, and recorded in 45 Book of Awards 10, this Court, in pursuance and exercise of the powers vested in it by section 92 (1) (c) of the Industrial Conciliation and Arbitration Act, 1925, and of every other power in that behalf thereunto enabling it, and with the consent of the parties, doth hereby order as follows:—

1. That the said award shall be amended—

(i) By deleting clause 6, and substituting therefor the following clause:—

*“Holidays*

“6. The following shall be holidays for which payment shall be made to every worker under this award at his appropriate daily rate of wages: New Year's Day, Good Friday, Easter Monday, Anniversary Day or another day in lieu thereof, May Day, the birthday of the reigning Sovereign,

Labour Day, Christmas Day, and Boxing Day. In the event of any of these holidays occurring on a Saturday or a Sunday, another day shall be substituted therefor by agreement between the management and the union, and in the event of any of these holidays occurring within the period of the annual holiday specified in this award, another day shall similarly be substituted therefor.

"Christmas holidays shall be from 24th December to 4th January, both days inclusive.

"Men regularly employed on Sundays at any work regularly done on Sundays shall be paid at the rate of time and a half for such Sunday work. In all other cases double time shall be paid for Sunday work.

"Men employed on the 24th day of December or from the 27th to the 31st December (both days inclusive), or on the 3rd or 4th days of January, shall be paid only ordinary rates. Work done on all other holidays specified in this award shall be paid for at the rate of double time.

"Two weeks' holiday at his ordinary rate of wages shall be granted to every worker under this award on completion of each year of service with the same employer. The holiday shall be taken during the Christmas holiday period, and shall be paid for on the last pay day prior to 24th December.

"If in any year the employment of a worker is terminated by either party for any reason before the completion of the year's service, or if the employment has commenced later than the 4th January, such worker shall be granted holiday payment in the proportion of one day at his ordinary daily wage rate for every five weeks' service or fraction of five weeks' service: Provided that where the period of service is less than three weeks the holiday pay shall be one twenty-fifth of the worker's ordinary pay for the time worked by him during that period of employment.

"Any proportionate holiday payment due to any worker shall be paid to him immediately on the termination of his employment.

"Employees working on contract shall be entitled to receive holiday pay."

(ii) By deleting subclause (e) of clause 4 (Wet Places), and substituting therefor the following subclause:—

"(e) All dip workings which are wet shall be paid £1 9s. 10d. per shift."

2. That this order shall take effect as from the day of the date hereof.

[L.S.]

A. TYNDALL, Judge.