

NELSON INDUSTRIAL DISTRICT COAL-MINE WORKERS.—  
INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand, Nelson Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 21st day of July, 1948, between Owen Collieries, Ltd., and others, and the Nelson Industrial District Coal-mine Workers' Industrial Union of Workers.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 21st day of July, 1948, between

Owen Collieries, Ltd., and others, of the one part, and the Nelson Industrial District Coal-mine Workers' Industrial Union of Workers, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 15th day of September, 1948.

[L.S.]

A. TYNDALL, Judge.

NELSON INDUSTRIAL DISTRICT COAL-MINE WORKERS.—INDUSTRIAL  
AGREEMENT

THIS industrial agreement, made in pursuance of the industrial Conciliation and Arbitration Act, 1925, this twenty-first day of July, 1948, between (Owen Collieries, Ltd. (J. Baird), 55 Trafalgar Street, Nelson. Puponga Coal-mine, Ltd., Nelson, Westhaven Coal Company, Collingwood) and (Nelson Industrial District Coal-mine Workers Industrial Union of Workers), whereby it is mutually agreed by and between the said parties as follows:—

1. That the terms, conditions, stipulations and provisions contained and set out in the schedule hereto shall be binding upon the parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties shall respectively do, observe and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

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 the rate of one and a half days pay for each Saturday shift worked. "Development work" does not include the driving of places.

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

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

#### *Back Shift*

2. Men employed on the back shift shall be paid 2s. per shift extra, men employed on the night shift shall be paid 2s. 8d. per shift extra. Men continuously employed on night shift shall be paid 4s. per shift extra. By "continuous employment" is meant employment for a period longer than one fortnight.

#### *Wet Places*

3. (a) 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 seven hours. Truckers required to work seven hours, shall do so, and for so doing shall be paid for three hours extra at their daily wage rate.

(b) In cases in which outside workers cannot avoid becoming wet in the performance of their duties they shall be granted an allowance of 1s. per shift worked.

(c) 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 colliery 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, Anzac Day, May Day, Sovereign's Birthday, Labour Day, Christmas Day and Boxing Day. In the event of any of these holidays (except Anzac Day) 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 period specified in this agreement, another day shall similarly be substituted therefor.

(b) Fifteen days (inclusive of the colliery holiday, Christmas Day, Boxing Day, and New Year's Day) holiday at his ordinary daily rate of wages shall be granted to every worker under this agreement on the completion of each year of service with the same employer. The holidays shall be taken during the official Christmas - New Year holiday period which shall be of three weeks' duration commencing on the Monday prior to the 25th December in each year: Provided that any worker who, by arrangement with the management, takes his annual holiday at some other date shall be entitled to only twelve days' at ordinary daily rate of wages.

Holiday pay shall be paid on the last pay day prior to the commencement of the agreed holiday period.

(c) If the employment of any worker is terminated by either party for any reason before the completion of a year's service, or if the employment has commenced later than 7th January, such worker shall, after the completion of not less than five weeks' service, be granted holiday payment in the proportion of one day at his ordinary daily wage rate for each five weeks' service or fraction of five weeks.

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

For any work done during the annual holiday period payment shall be at the rate of double time, for all Sunday work payment shall be at the rate of double time. The Miners' National Council undertakes to assist in reducing the number of men for Sunday work, in cases where the management considers a lesser number would suffice.

#### *Overtime*

5. Where less than half an hour's overtime is worked on a normal working day, one hour's pay at ordinary daily rate of wages to be paid, where half an hour to one hour's overtime is worked on a normal working day, one hour to be paid at one and a half times ordinary daily rate of wages. Any overtime on Saturdays after the completion of the normal Saturday shifts to be paid for at double time based on ordinary daily rate of wages.

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. As from the 3rd August, 1948, the coal-mine owners undertake to make advances on back Fridays at the rate of 25s. per shift for adults and 12s. 6d. per shift for juniors, based on the number of shifts worked during the first week of each pay period.

#### *Minimum Weekly Wage*

7. *Minimum Wage.*—A minimum weekly wage computed on each employee's actual earnings (whether at piece-work, contract, or wage rates) is granted the rate being as follows:—

	£	s.	d.
Under sixteen years of age .. .. .	2	0	0
From sixteen to seventeen years of age ..	2	10	0
From seventeen to eighteen years of age .. .. .	3	0	0
From eighteen to nineteen years of age ..	3	10	0
Over nineteen years of age .. .. .	6	5	0

The right of any worker to the minimum weekly wage in any week shall be subject to the following conditions:—

(a) That the worker on each working day in that week reported for work at his usual place of employment, or at such other place as the employer may have directed, at the time at which the worker usually reported for work, or took such other steps to ascertain whether his services were required on that day as may have been agreed to by the employer.

(b) That the worker during that week performed his work with due diligence and complied with the terms and conditions of employment.

(c) That the worker during the immediate preceding two weeks was not absent from available work on more than one day for any reason other than:—

- (1) Sickness or accident or other cause outside his control.
- (2) Leave of absence to which the worker was entitled under the terms of his employment or leave of absence granted by the employer.
- (3) That the employer was not prevented from providing work to the worker by reason of a strike of workers in the colliery or any other colliery, industry or undertaking.

(d) Minimum weekly wages shall not apply to and shall not be payable in respect of the agreed period of annual holidays. During the agreed period of annual holiday minimum weekly wages will be replaced by the workers' rights to holiday pay in accordance with the provisions of clause (4) hereof.

#### *Rates of Wages*

#### 8. (a) Underground Workers:—

##### (1) Truckers and Horse-drivers—

	£	s.	d.
From sixteen to seventeen years of age .. .. .	1	0	11
From seventeen to eighteen years of age .. .. .	1	3	11
From eighteen to nineteen years of age .. .. .	1	5	11
Over nineteen years of age .. .. .	1	10	6

Truckers on contract a minimum  
of .. .. . 1 10 6

(2) Shiftmen, First Class .. .. .	1	12	4
Shiftmen second class .. .. .	1	11	8
Shot-firers .. .. .	1	14	9
Miners hewing coal on day wages .. .. .	1	13	6
Miners taken from the face to do other work .. .. .	1	13	6

(b) Surface Workers:—	£	s.	d.
Over nineteen years of age ..	1	8	10
Eighteen to nineteen years of age ..	1	3	7
Seventeen to eighteen years of age ..	1	1	0
Sixteen to seventeen years of age ..		18	4
Fifteen to sixteen years of age ..		16	3
(c) Engine-drivers, Carpenters, Blacksmiths, &c.:—			
Winding-engine drivers, hauling men ..	1	15	11
Winding-engine drivers, not hauling men ..	1	13	10
Engine-drivers required to hold first-class stationary certificate ..	1	13	10
Engine-drivers required to hold second-class stationary certificate ..	1	12	4
Locomotive driver ..	1	13	10
First-class fitters and turners ..	1	15	2
Second-class fitters and turners ..	1	13	2
Winch-drivers ..	1	11	10
Firemen requiring to hold second-class certificate ..	1	12	4
Firemen not requiring certificate ..	1	10	9
Carpenters, first-class ..	1	13	10
Carpenters, second-class ..	1	12	4
Fan-motor attendants ..	1	12	4
Blacksmiths, horse-shoers, tool-sharpeners ..	1	13	10
Pumpmen ..	1	11	10
Timber-getters ..	1	9	10

*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 16s. 6d. 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*

9. Men engaged in stone dusting shall work six hours bank to bank. While actually employed on stone-dusting men shall be paid £1 14s. 3d. per shift of six hours.

#### *Under-rate Workers*

10. If any worker is unable for any cause to earn the minimum wage provided by this agreement 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*

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

#### *Exemption*

12. The provision of this agreement shall not apply to the manager of the mine.

#### *Notice of Dismissal or Retirement*

13. (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 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 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.

*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 agreement than for the work from 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 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. In the case of a serious accident the stretcher-bearers will not be required to go back into the mine.

#### *Supply of Tools*

18. The company shall provide free all tools and carbide for day-wage men, and free carbide to contract workers, 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 agreement.

#### *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.

A maximum of 4 tons of coal per annum at miners' rates will be supplied to the following whilst living in mining townships adjacent to the collieries:—

- (a) Retired mine workers who have not less than twenty years' service in the coal mining industry.
- (b) Mine workers permanently disabled as a result of mine service.
- (c) Widows whose husbands lost their lives whilst working in the industry: Provided they have dependent children, this concession to cease in the event of remarriage.
- (d) Retired mine workers who have had not less than twenty years' service in the coal-mining industry and who are not living in mining townships adjacent to the collieries may be supplied with a maximum of 4 tons of coal per annum at miners' rates for their own personal use and consumption, provided delivery is taken by or on behalf of the person concerned at the colliery bins or screens.

*Disputes Committee*

22. (a) Any dispute concerning any matter not specifically provided for in this agreement 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 Agreement*

23. This agreement 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 agreement comes into force or at any time whilst this agreement is in force, connected with, or engaged in the industry to which this agreement applies within the industrial district to which this agreement relates.

*Scope of Agreement*

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

*Term of Agreement*

25. This agreement, in so far as it relates to wages and conditions, shall be deemed to have come into force as from the 3rd May, 1948.

Signed for and on behalf of Owen Collieries, Ltd.  
(J. Baird), 55 Trafalgar Street, Nelson—

Owen Collieries, Limited: JAMES BAIRD, Managing Director.

Westhaven Collieries, Ltd., Collingwood—

Westhaven Coal Co.: per A. H. WYNN.

Nelson Industrial District Coal-mine Workers' Industrial Union of Workers—

D. S. CHAPMAN, Acting-secretary.