

RUNANGA DISTRICT COAL-MINE EMPLOYEES—INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Greymouth]

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 13th day of June 1962 between the Bellvue Mines Ltd. (D. Campbell) Boote and Party (W. Williamson) Moody Creek (J. Almond) Hunter and Party (N. Forsythe) New Jubilee (A. Bernard) Alpine Party (O. Black) Brighton Collieries (A. Hunter) Moore and Party; others all of Runanga and the Runanga District co-operative parties and Runanga District Coal Mine Employees 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 said 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 and provisions, but shall in all respects abide by and perform same.

SCHEDULE

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 wage rate shall be:

(a) All workers, £3 5s. per shift.

(b) The mines shall be worked on day wages.

Mines making payments in excess of the rates herein provided, whether by bonus payments, according to output, or by other methods, shall not make payments of a less amount. Existing bonus schemes shall be reviewed and all future incentive payments and bonus schemes shall be by agreement between the union and the employer.

(c) For working days on which they are required to attend for jury service, workmen shall be paid the difference between the rate of remuneration for jury service and their appropriate agreement daily wage rates.

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 pair of men in the same working place.

(b) When men are employed in double-shift places, or on the back-shift in single places, they shall be paid 5s. 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 conditions of his place to the official in charge of the district within three hours of commencing work, and workmen, other than those engaged hewing coal, if required to work the full shift, shall be paid three hours extra at their daily wage rates.

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 inspectors, and should these parties fail to agree they shall appoint an umpire, whose decision shall be final.

(b) Men working in extra wet places shall work a five hour shift.

(c) Water shall, as far as practicable, be removed from the working places by the management.

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

(e) Oilskins shall be provided once every 12 months if required where shelter is not available, or practicable.

(f) In cases where outside workers cannot avoid becoming wet in the performance of their duties, they shall be granted an allowance of 1s. 6d. per shift for each shift worked. Six hours shall constitute a shift in a dusty place. No jackhammer shall be used unless equipped with a water line. Six hours shall constitute a shift.

Where oilskins are provided to the worker the coat allowance of 1s. 6d. will not be paid.

Hours of Work

5. (a) The working time shall be five days per week, from Monday to Friday inclusive. Saturday work shall only be necessary for repair and development work that cannot be done during the ordinary working day, and such work shall be paid for at the rate of one and a half day's pay for each shift worked.

The hours of work per day shall be on Monday, Tuesday, Wednesday, Thursday, and Friday. (1) For underground workers seven hours bank to bank. (2) For surface workers eight hours exclusive of meal time.

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

Knock-off time shall be called by an authorised official for each section of the mine, any worker leaving his work before the notified time shall be subject to instant dismissal, permission to leave the mine during working hours shall be obtained from the official in charge.

(b) A 10 minute break for "smoko" shall be taken two hours after the commencement of the shift. Thermos flasks shall be provided by the management at the rate of one free flask per year and replacements at cost to those men unable to come to the surface at crib time.

(c) Where any workmen are required to work in hot or unpleasant conditions due to a mine fire, the duration of the shift shall be not longer than six hours bank to bank.

Holidays

6. (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 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 holidays in this award another day shall be similarly substituted therefor.

(b) Fifteen days (inclusive of the colliery holidays, 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 award on the completion of each year of service with the same employer. The holidays shall be taken during the official Christmas-New Year period which shall be of three weeks duration, commencing on the Monday prior to 25 December in each year or on such other day as may be mutually agreed upon between the management of the mines and the local miners' union.

Provided that any worker who, by agreement with the management, takes his annual holiday at some other date shall be entitled to only 12 days at ordinary 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 been commenced later than 7 January, such worker shall, after the completion of not less than four weeks' service, be granted holiday payment in the proportion of one day at his ordinary daily wage rate for each four weeks' service or fraction of four weeks.

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

A workman who has been employed on 18 or more Saturdays in the year shall be paid one additional day's pay for that year. This provision shall not in any way affect the period of annual holiday which is set out in the various agreements.

For any work done during the annual holiday period 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

7. (a) 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 day's pay for the Saturday shift.

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 shifts to be paid for at double time based on ordinary rate of wages.

(b) Any worker who has not been told on the previous day that he will be required to work overtime and who is required to work more than one hour beyond the close of his normal shift shall be provided with a meal at the employer's expense plus an allowance of 6s. 6d., in addition to his overtime payment. If no meal is provided a payment of 6s. 6d. in lieu of a meal shall be paid.

(c) Any worker required to come back for overtime work after the close of his normal shift, but who is enabled to go home for a meal before commencing such work, shall be paid an allowance of 6s. 6d. in addition to his overtime payment.

(d) If a worker is required to return to work within seven hours of the close of his shift he shall be entitled to overtime rates. When a shorter break arises from the men's own arrangements overtime shall not apply.

Payment of Wages

8. (a) Coal mine owners undertake to make advances on back Fridays at the rate of 25s. per shift for adults and 12s. 6d. for juniors, based on the number of shifts worked during the first week of the pay period.

All wages shall be paid in cash or by cheques, the payment shall be on the same day as the State mines. Where payment is made by cheque, two days only shall be kept in hand.

(b) The employer shall deduct union dues from the wages of union members and forward same to the union secretary at monthly intervals.

(c) All workers under this award shall be issued with a full and detailed statement of their wages each fortnight.

Temporary Work

9. A workman shall perform any class of work he may be required to do in and 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 for 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 week's notice before reverting to the lower rates.

Absence from Work

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 as soon thereafter as practicable.

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

Where any workman is absent from his work for three or more days without reasonable excuse, his employment will be terminated.

Managements 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. (a) All tools and carbide shall be provided free to all workmen. Workmen shall exercise reasonable care with tools.

Where carbide lamps are used, a maximum of one carbide lamp per annum shall be provided to the workers free of charge.

Should a worker leave his employment within 12 months of receiving a lamp, it must be returned to the employer in good order and condition (reasonable wear and tear excepted) and shall be liable to pay for the cost of such lamp if they fail to do so.

(b) An allowance of £2 10s. per annum shall be paid to all workers under this award in lieu of one helmet, one belt and pad, per annum.

Notice of Dismissal and 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.

When it is necessary to shorten hands the general rule shall be the last on, first off.

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 it shall be lawful for the 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 event of a serious accident occurring in the mine and the injured man having to be carried out, the manager shall select men required. These men shall be finished for the day and paid the full shift.

Stop-work Meetings

16. Stop-work meetings shall be held at the mine with the permission of the management.

House Coal

17. Workmen who are householders shall be entitled to be supplied with 1 ton of coal per month at the mine mouth 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 shall not operate to take away any concession at present granted to any workman.

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 mineworkers who have not less than 20 years' service in the coal mining industry.

(b) Mineworkers permanently disabled as a result of mine service.

(c) Widows whose husbands lost their lives whilst working in the industry. Widows whose husbands were at the time of death in receipt of the retired workers' house coal allowance, provided that the widows reside in mining townships adjacent to the collieries from which their husbands retired.

This concession to cease in the event of re-marriage.

Broken Time

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

Minimum Wage

19. A minimum weekly wage computed on each employee's actual earnings (whether at piecework, contract, or wage rates) is granted, the rate being as follows:

	£	s.	d.
Under 16 years of age	3	15	0
From 16 to 17 years of age	4	10	0
From 17 to 18 years of age	5	10	0
From 18 to 19 years of age	6	10	0
Over 19 years of age	10	0	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 places as directed, at a time at which the worker usually reported for work, to take other steps to ascertain whether his services were required on the 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 all 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 other reason than:
 - 1. Sickness or accident or other cause outside his control.
 - 2. Leave of absence to which the worker was entitled to under the terms of his employment or leave of absence granted by the employer.
- (d) 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.
- (e) Minimum weekly wages shall not apply to and shall not be payable in respect of the agreed period of annual holidays, during the agreed annual holiday period minimum weekly wages will be replaced by the workers' rights to holiday pay in accordance with the provisions of clause (6) hereof.

Cost of Transport

20. The employer shall pay all transport costs of employees in excess of 8d. per day.

Bath-houses

21. Bath-houses shall be erected for all employees.

Disputes Committee

22. (a) Any dispute concerning any matter not specifically provided for which can not 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 Valley 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 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 said dispute arose.

(e) The chairman of a disputes committee appointed under sub-clause (c) hereof shall be paid a fee of three guineas for each day or part of a day he is engaged on 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 Valley Miners' Central Committee and the mine party concerned in the dispute.

Sharing of Work

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

Preference

24. When at any mine there are ex-employees at 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 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 not apply to officials, including underviewers and deputies.

Term of Award

25. This award shall be deemed to have come into force on the 1st day of July 1962, and shall continue in force until the 30th day of June 1964.

All proposals submitted by the mineworkers and the coal-mine owners shall not be raised again during the currency of this agreement save only in the event of an order amending wages generally in the Dominion.

Signed for and on behalf of the Runanga District Co-operative Parties—

R. S. BENNETT.

I. KITCHING.

Runanga District Coal Mine Employees' Industrial Union of Workers—

H. PATTINSON.

J. Q. MCGHIE.