

CANTERBURY COAL MINE WORKERS—AWARD

In the Court of Arbitration of New Zealand, Canterbury Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Canterbury Coal Mine Workers Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned firms and companies (hereinafter called “the employers”):

Klondyke Collieries Ltd., P.O. Box 10, Coalgate.
Mount Somers Mines Ltd., East Street, Ashburton.
Nimmo Collieries, care of G.P.O., Coalgate.
Victory Mine, care of G.P.O., Coalgate.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, 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 1966 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 8th day of February 1965.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Hours of Work

1. (a) The ordinary working time at all collieries 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 development work shall 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 exclusive of mealtimes, excepting on Saturdays, when the hours shall be, for underground workers, six hours bank to bank, and for surface workers six hours exclusive of mealtimes: Provided that workers regularly employed handling coal may be permitted to cease work after completion of seven hours as soon as their normal work for the day is finished. Overtime rates for surface workers shall apply only after completion of the eight hour shift. Payment for work done on Saturdays shall be at the rate of one and a half days' pay for each day's work.

Back Shift

2. Three shillings and sixpence per shift extra shall be paid to men employed on the back shift.

Night Shift

3. Men employed on the night shift shall be paid 6s. 3d. per shift extra.

Wet Places

4. (a) Men in wet places shall work six hours bank to bank and shall be paid a full shift. A "wet place" shall mean a place in which a workman cannot avoid his clothing becoming saturated with water within three hours of starting time. Men in such places shall report to an official before leaving the mine.

(b) In extra-wet places a five-hour shift shall be worked.

(c) Should any difference of opinion arise as to the application of this clause, the question shall be settled by the manager and the workmen's inspector. Should these parties fail to agree, they shall appoint an umpire, whose decision shall be final.

(d) In cases in which outside workers cannot avoid becoming wet in the performance of their duties, they shall be granted an allowance of 1s. 7d. per shift for each shift worked. This provision shall supersede and replace any previous arrangement in respect of wet-time allowances for outside workers and/or oilskins or oilskin allowance.

(e) When water is laid on in a place to lay dust it shall not of itself be deemed to make the place a wet place.

Holidays

5. (a) The following shall be regarded as holidays, for which payment shall be made at the respective wage rates provided in this award: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, May Day, Labour Day, and the birthday of the reigning Sovereign. In the event of any of the above holidays, except Anzac Day, falling on a Saturday or a Sunday, another day shall be substituted therefor by agreement between the manager and the union. When Anzac Day falls on a Saturday or a Sunday, no payment shall be made therefor. All work done on any of the holidays specified by this award shall be paid for at the rate of double time.

(b) Fifteen days' (inclusive of the colliery holidays, Christmas Day, Boxing Day, and New Year's Day) holiday at his respective wage rate 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 holiday period which shall be of three weeks' duration, commencing on the Monday prior to 25 December in each year, except when 25 December falls on a Saturday, Sunday or a Monday. When Christmas Day falls on a Saturday, Sunday or a Monday the holiday period shall commence on the following Monday or on 25 December as the case may be: Provided that any worker who, by arrangement with the management, takes his annual holiday at some other period shall be entitled to only 12 working days at ordinary daily rate of wages.

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 4 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 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.

In the case of workmen who have 10 years' service or more in the coal mining industry three additional days' wages at agreement daily wage rates shall be added to holiday pay.

If the employment of any workman with 10 years or more service is terminated for any reason before the completion of a year's service, or if the employment has commenced later than 4 January such workman shall, after the completion of not less than three weeks' service, be granted holiday payment in the proportion of one day at his ordinary daily wage rate for each three week's service or fraction of three weeks.

The onus of proof of 10 years' service in the coal mining industry is on the workman.

Overtime

6. Work done on Saturdays shall be paid for at the rate of one and a half days' 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 shall be paid. Where half an hour to one hour's overtime is worked on a normal working day, one hour shall 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 shall be paid for at double time based on ordinary rate of wages.

Disputes Committee

7. (a) Any dispute concerning any matter not specifically provided for 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 appointed 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 subclause (a) of this clause. 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

8. 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 pump-men, 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.

Two days' leave of absence on pay at appropriate award daily wage rates shall be granted to a workman required to arrange and attend the funeral of his wife or children or his own parents.

Injured Workers

9. 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. These men shall be paid for any time lost.

Supply of Tools

10. The company shall provide free all tools for day-wage men; and each man shall be held responsible for tools supplied to him.

Carbide shall be provided free to all workers.

One safety helmet per annum shall be supplied free to workmen regularly employed underground. Any replacement helmets which may be necessary within 12 months from the date of the free issue shall be supplied at the rates previously applicable. In the event of a workman leaving his employment within six months of any free issue, the amount previously charged for helmets shall be refunded to the management.

At mines at which electric safety lamps are used, pads of a type to be agreed upon between the management and the union and leather belts shall be supplied to workmen free of charge. A maximum of one pad and one belt each two years shall be supplied free of charge and in the event of a workman leaving his employment within six months of any free issue, the cost of the pad and belt shall be refunded to the management. Any replacement belt or pad which may be necessary within two years from date of free issue shall be supplied to workmen at half the cost price.

Similar arrangements to those already in operation at the Pukemiro Colliery shall apply to the purchase of working boots required by workmen.

The employers shall make an *ex gratia* payment of up to £10 per workman for damage by fire to clothing left in bath-houses during the normal working week.

Unqualified Preference

11. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within fourteen days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

(f) This clause shall not apply to managers and underviewers, nor shall it apply to lorry drivers where such workers are members of a union other than the Canterbury Coal Mine Workers Industrial Union of Workers and are provided for in another award.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Under-rate Workers

12. If any worker is unable from any cause to earn the minimum wage provided by this award for any class of work for 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.

Rights of Workers

13. Representatives of the union shall be granted leave of absence to attend to union business 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 is practicable.

Notice of Dismissal

14. 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 shortening of hands it is provided:

- (i) That the management of every mine shall have the right to shorten hands when necessary to meet trade conditions.
- (ii) That when it is necessary to shorten hands the management shall have the right to select the men to be retained in consideration of their suitability for the work to be done.
- (iii) When at any time there are ex-workers of the mine waiting for employment who in the opinion of the management are competent to fill any vacancy that may require to be filled, they shall have preference of employment according to seniority of service. If there are no ex-workers waiting for employment at any time where a vacancy requires to be filled, preference shall be given to unemployed members of the union.

In the event of any workman committing a breach of the Coalmines Act, or of any of the general or special rules or regulations thereunder, or refusing or neglecting to carry out the lawful 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 1954, such workman shall be liable to instant dismissal.

If the union alleges that a manager or employer in the engagement or dismissal of men has been guilty of victimisation or has committed an injustice, the employers shall be prepared to investigate it in conjunction with the miners' union. If no agreement is reached, the matter shall be referred to the disputes committee for consideration. Should it be established that a worker has been victimised or unjustly dealt with, nothing herein provided shall restrict the right of such worker to sue in the Magistrate's Court for damages for wrongful dismissal or wrongful refusal to re-employ him.

Right of Contract

15. The management shall have the right to invite tenders and let contracts under co-operative principles for the execution of any work not specifically provided for in this award, and, notwithstanding that trucking is herein provided for, contracts may be let for trucking.

Payment of Wages

16. (a) Wages shall be paid fortnightly in cash on a day to be mutually agreed upon between the management and the union.

(b) 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 the pay period. Such advances shall not be made to those employees who notify the employer that advances are not required.

Minimum Wage

17. (a) A miner working on tonnage rates who shall be unable through no fault of his own to earn an average of 69s. per shift for any fortnightly period shall be paid an amount sufficient to make up his earnings to an average of 69s. per shift for the number of shifts worked by him during such period.

This clause shall not apply to the first week of the cavil period, except in such places which immediately prior to the cavil had been minimum wage places.

(b) Men who cavil together and are subsequently either required or permitted by the management to work separate places shall have their earnings calculated separately in respect of each place for the purpose of computing the minimum wage.

(c) Men in double-shift or three-shift places shall share earnings equally according to time worked. Each case of failure of the men in a double-shift or three-shift place to earn the minimum wage shall be considered on its merits.

(d) Men who earn the minimum wage on the back shift shall be paid 3s. 10d. per shift more than the day shift minimum wage rate, and men who earn the minimum wage on the night shift shall be paid 6s. 10d. per shift more than the day shift minimum wage rate.

(e) A minimum weekly wage shall be paid computed on each employee's actual earnings (whether at piecework, contract, or wage rates), during his normal working week, the rate being:

				£	s.	d.
Under 16 years of age	..	..	..	3	16	3
16 to 17 years of age	..	..	..	4	12	2
17 to 18 years of age	..	..	..	5	8	2
18 to 19 years of age	..	..	..	6	4	0
Over 19 years of age	..	..	..	10	17	4

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

- (1) 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 same time 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.
 - (2) That the worker during that week performed his work with due diligence and complied with all the terms and conditions of his employment.
 - (3) That the worker during the immediately preceding two weeks was not absent from available work on more than one working day for any reason other than:
 - (i) Sickness or accident or other cause outside his control.
 - (ii) Leave of absence to which the worker was entitled under the terms of his employment or leave of absence granted by the employer.
 - (4) 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.
- (f) 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 5 of this award.

Stone-dusting

18. Men engaged in stone-dusting shall work one hour less than the normal shift, bank to bank. While actually employed in stone-dusting, men shall be paid 6s. 3d. per shift, to be worked on day shift, afternoon, or night shift, as the company may desire. If men are engaged on stone-dusting for less than half a shift they shall be paid a minimum of half a shift at the foregoing rate, and if less than a full shift but more than half a shift is worked a whole shift shall be paid.

Tonnage Rates and Transport

19. (a) Tonnage rates may be fixed at each mine by agreement between the union and the management. In the case of tonnage rates being agreed on, a minimum wage shall be provided.

(b) Existing transport arrangements at each mine shall continue, but where no such arrangements exist they shall be agreed upon between the management and the union, provided that the maximum charge shall be 10d. per shift from an agreed upon point.

House Coal

20. (a) Workers shall be given the right to purchase for their own use only not more than 1 ton of coal every three weeks from the 1st day of May to the 31st day of October, and 1 ton per month from the 1st day of November to the 30th day of April, from the mine at which they are employed, at 14s. 6d. per ton at the tip. This privilege shall not apply to men living in boardinghouses.

(b) Retired mine workers who have had not less than 20 years' service may be supplied from the mine last worked at 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.

(c) A maximum of 4 tons of coal at miners' rates will be supplied to widows whose husbands were at the time of death in receipt of retired mine workers' house coal allowance, provided the widows reside in the mining township adjacent to the colliery from which their husbands retired. This concession to cease in the event of re-marriage.

(d) A maximum of 4 tons of coal per annum at miners' rates will be supplied to the mine workers permanently disabled as the result of mine service.

(e) A maximum of 4 tons of coal per annum at miners' rates will be supplied to widows whose husbands lost their lives whilst working in the industry, provided that the widows reside in the mining township adjacent to the colliery concerned. This concession shall cease in the event of re-marriage.

Rates of Wages

21. (a) Underground workers—

(i) Truckers, rope-road attendants, horse-drivers, pit-bottomers, and winch men—

				Per Shift
				£ s. d.
From 16 to 17 years of age	..	..	..	2 2 3
From 17 to 18 years of age	..	..	..	2 7 7
From 18 to 19 years of age	..	..	..	2 10 11
Over 19 years of age	..	..	..	2 15 6

(ii) Shiftmen, first-class 2 18 3
 Shiftmen, second-class 2 15 6

"First-class shiftman" shall mean one who is capable of doing timbering or any other responsible work to the satisfaction of the manager.

(iii) Miners working at the face on day wages and miners taken from the face to do other work (contracts to be introduced wherever practicable) 3 2 6

Miners employed in pillar workings	..	..	..	3 6 11
Shot firers	..	..	..	3 3 8
Men employed in dips	..	..	..	3 16 8
Shiftmen doing stone work	..	..	..	3 2 6
Winch drivers	..	..	..	2 19 0

(b) Surface workers—

From 15 to 16 years of age	..	..	..	2 1 8
From 16 to 17 years of age	..	..	..	2 5 5
From 17 to 18 years of age	..	..	..	2 10 10
From 18 to 19 years of age	..	..	..	2 14 1
Over 19 years of age	..	..	..	2 19 3

(c) Miscellaneous workers: Adults or youths—

Surface winch drivers	..	..	..	3 0 11
Workers engaged in emptying and/or filling coal on surface, a minimum of	..	..	..	2 19 3
Tractor drivers	..	..	..	3 2 6

(d) At the Klondyke Collieries Ltd. mine, the following bonuses shall be paid in addition to the above rates: Miners, 4s. 4d. per day; truckers and surface workers, 3s. 1d. per day.

(e) When shiftmen are substantially employed on drawing timber they shall be paid an allowance in addition to their ordinary daily earnings—

In pillar workings	..	..	..	5s. per shift.
In solid workings	..	..	..	2s. 9d. per shift.

Men to do Any Work Required

22. 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 work for which a higher rate is provided by this award 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 six weeks, he shall be entitled to two weeks' notice before reverting to the lower rate.

Absence from Work

23. Any worker absenting himself from work for more than two days without first having 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.

Exemptions

24. The manager of each mine and, where the manager is not a member of the firm or company operating the mine, one other member of such firm or company shall be exempted from the provisions of this award.

Application of Award

25. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every 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 the industrial district to which this award relates.

Scope of Award

26. This award shall operate throughout the Canterbury Industrial District.

Term of Award

27. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 14th day of September 1964, and so far as all other provisions of the 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 1966.

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 8th day of February 1965.

[L.S.]

A. TYNDALL, Judge.

 MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 11 in the award in the form in which it was agreed upon in the Council of Conciliation.

The rates of remuneration prescribed by this award are *not* to be increased by the application of the provisions of the Court's general order of 19 August 1964.

A. TYNDALL, Judge.
