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GORE (40-MILE RADIUS) COAL-MINES EMPLOYEES—INDUSTRIAL AGREEMENT  
THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 9th day of October 1963, between the Mataura District Coal-mine Workers' Industrial Union of Workers (hereinafter called "the union") of the one part and—

Waimumu Coal Co. Ltd., Gore;  
Newvale Coal Co. Ltd., Gore;  
Larking and Co. Ltd., Mataura;  
N.Z. Paper Mills Ltd., Mataura;  
Southland Frozen Meat Co. Ltd., Invercargill;  
Mataura Coal Co. Ltd., Mataura; and  
D. McGregor, Raby Colliery, Croyden Bush,

(hereinafter called "the employers") of the other part, whereby it is mutually agreed by and between the said parties as set out in the following schedule.

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#### SCHEDULE

##### *Hours of Work*

1. The hours of work shall be eight hours exclusive of meal times, excepting on Saturdays, when the hours of work shall be six hours exclusive of meal times.

##### *Overtime*

2. 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.

When 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 rates of wages.

##### *Holidays*

3. (a) The following shall be holidays for which payment shall be made to every worker under this agreement 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 employer and the union and in the event of any of these holidays occurring within the period of the annual holiday specified in this agreement another day shall be similarly substituted therefor. When Anzac Day falls on a Saturday or a Sunday payment shall not be made therefor.

(b) Fifteen days (inclusive of the colliery holidays Christmas Day, Boxing Day and New Year's Day) holidays 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 25 December in each year except where 25 December falls on a Saturday, Sunday or Monday.

When Christmas Day falls on a Saturday or a Sunday the holiday period will commence on the following Monday, and where it falls on a Monday the holiday period will commence as from that day.

(c) Provided that any worker who, by arrangement with the employer, takes his annual holidays at some other time shall be entitled to only 12 working days at ordinary daily rate of wages.

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

(e) 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 wages rate for each four weeks' service or fraction of four weeks.

(f) Any proportionate holiday payment due 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 holiday pay for that year. This provision shall not in any way affect the period of the annual holiday as set out herein.

(g) 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 union undertakes to assist in reducing the number of men for Sunday work in cases where the employer considers a lesser number would suffice.

#### *Disputes Committee*

4. (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 the local Magistrate or other person agreed upon 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) hereof. A majority decision of the district disputes committee shall be final and binding on all parties.

*Fatal Accidents*

5. 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 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.

*Rights of Workers*

6. A representative of the union shall be granted leave of absence to attend to the business of delegates' meetings on 24 hours' notice being given to the manager.

*Right of Contract*

7. 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 agreement.

*Payment of Wages*

8. Wages shall be paid fortnightly at the mine or at the employer's office on a day to be agreed upon between the employer and the union. As from 3 August 1948, the coal mine owners undertake to make advances to all employees 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.

*Production Bonus*

9. (a) All workers not in receipt of bonus or contract payments shall be paid the production bonus of 7s. per shift.

(b) In cases where workers are in receipt of bonus or contract payments the minimum bonus or contract payment shall be 7s. per shift.

(c) The production bonus referred to herein will be payable for each shift worked and must not be added to day wage rates for colliery and annual holidays purposes, but is to be taken into account in computing overtime payments.

(d) The production bonus, as its name implies, is granted for the purpose of increasing and maintaining production and the retention of such bonus is solely and expressly on the condition that workmen do all possible to accelerate and promote efficiency in production in accordance with the terms of their employment.

*Minimum Weekly Wage*

10. (a) A minimum weekly wage shall be computed on each employee's actual earnings (whether on piece work, contract or wage rates), the rate being:

	Per Week		
	£	s.	d.
Under 16 years of age .....	3	10	2
16 to 17 years of age .....	4	4	10
17 to 18 years of age .....	4	19	6
18 to 19 years of age .....	5	14	2
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:

- (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 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.

(2) That the worker during that week performed his work with due diligence and complied with all the terms 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 causes 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.

(b) 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 hereof.

#### *Increase in Rates of Remuneration*

11. (a) A sum equal to 2½ per cent thereof shall be added to each workman's gross earnings calculated in terms of this agreement, less amounts included therein in respect of tools, bicycles, motor vehicles, protective or special clothing or special footwear.

(b) The rates of remuneration and allowances set out in this agreement are inclusive of the increases provided for in the general orders of the Court of Arbitration made under the Economic Stabilisation Regulations 1953, and dated 28 October 1954, 26 October 1956, 18 September 1959, and 4 July 1962.

#### *Under-rate Workers*

12. If any worker is unable from any cause to earn the minimum wage provided by this agreement for any class of work in which he is seeking employment, such worker may be employed at such lesser wage as may be agreed upon in writing by the president of 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.

#### *Preference*

13. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement, become a member of such union within 14 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 agreement so long as he continues in any position or employment subject to this agreement.

(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 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 agreement.

(d) Every employer bound by this agreement commits a breach of this agreement if he continues to employ, for more than 14 days, 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 agreement.

*Day Wages*

	£	s.	d.
14. Drivers of tractors, bulldozers or mechanical shovels	2	19	7
Assistant drag-line operators or firemen .....	2	19	7
Men boring holes, handling explosives, and doing other work at the coal face .....	2	17	4
Other men .....	2	14	7
Lorry drivers .....	2	17	4

*"Smoke-oh"*

15. All workers shall be allowed without deduction of pay an interval of 15 minutes morning and afternoon.

*Shelter Sheds*

16. The employer shall provide suitable shelter sheds.

*Application of Agreement*

17. (a) The manager of each mine and, where the manager is not a member of the firm or company operating the mine, one member of such firm or company, shall be exempted from the provisions of this agreement.

(b) Where the deputy is also the mine manager he shall be exempted from all the provisions of this agreement.

*Scope of Agreement*

18. This agreement shall apply to the parties named herein.

*Term of Agreement*

19. This agreement so far as it relates to rates of wages shall be deemed to have come into force on the 14th day of October 1963, and so far as the other provisions of this agreement are concerned it shall come into force on the day of the date hereof and shall continue in force until 14 October 1965.

Signed on behalf of the Mataura District Coal-mine Workers Industrial Union of Workers—

J. TURNER, President.  
S. J. ALLISON, Secretary.

Signed by the employers party thereto; For and on behalf of the Eastern Southland Lignite Pit Proprietors Association—

A. L. DOLAMORE, Chairman.