

NEW ZEALAND (EXCEPT CANTERBURY) **COAL, COKE AND  
FIREWOOD WORKERS.—AWARD.**

[*Filed in the Office of the Clerk of Awards, Wellington.*]

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Federated Labourers and Related Trades' Industrial Association of Workers (hereinafter called "the union") and the undermentioned union, persons, firms, and companies (hereinafter called "the employers") :—

NORTHERN INDUSTRIAL DISTRICT.

Bryant, A. W., Ltd., Jervois Road, Auckland, W. 1.  
Carpenter, J. H. M., Ltd., 218 Broadway, Newmarket, Auckland.  
Craig, J. J., Ltd., 100 Queen Street, Auckland, C. 1.  
Edward and Son, 2 Warnock Street, Auckland, W. 2.  
Fletcher, C. L., 1 Dunbar Road, Auckland, S. 2.  
Gilliland, C. H., 79 Nelson Street, Auckland, C. 1.  
Lovett, W., Ltd., Ngahuru Street, Auckland, C. 3.  
McKay, T., and Son, 3 Windsor Street, Parnell, Auckland, C. 4.  
Winstone Ltd., 69-77 Queen Street, Auckland, C. 1.  
Lanming, E., Haven Street, Thames.  
McDonald, E., Mary Street, Thames.  
Radfield, G. S., Mackay Street, Thames.  
Hardie Bros., Ltd., Bank Street, Whangarei, North Auckland.  
Ruff, D. W. L., Kamo, North Auckland.  
Dawson and Son, Haupapa Street, Rotorua.  
Kiane, N. H., Fenton Street, Rotorua.  
Richards, W. L., Arawa Street, Rotorua.  
Carr, R. F., Miriama Street, Taumarunui.  
Scott, L. W., Rue Street, Taumarunui.  
Bishop, H. R., 245 Grey Street, Hamilton.  
Butler, A. E., 16 St. Winifred's Avenue, Hamilton.  
Lewis, A., Grey Street, Hamilton.  
Rotheram, H., Collingwood Street, Hamilton.  
Wood, N., 52 Kent Street, Hamilton.  
Allan and Co., 389 Gladstone Road, Gisborne.  
Bell Coal Co., Derby Street, Gisborne.  
Clare and Clare, Ltd., Reads Quay, Gisborne.  
Jury and Parry, 139 Derby Street, Gisborne.  
Shipp and Sons, 471 Gladstone Road, Gisborne.

TARANAKI INDUSTRIAL DISTRICT.

Andrews, J. A., Sackville Street, New Plymouth, Taranaki.  
Cox, F. H., King Street, New Plymouth, Taranaki.  
Holm, J. H., and Co., Gover Street, New Plymouth.  
Rogers, M., Gill Street, New Plymouth.  
Edwards, R. G., Grey Street, Hawera.  
Hardley and Butler, Victoria Street, Hawera.  
Lippingwell, J. G., Waihi Road, Hawera.  
Starling, F. E., Campbell Street, Hawera.

## WELLINGTON INDUSTRIAL DISTRICT.

Wellington Coal Merchants and Dealers' Industrial Union of Employers, care of Wellington Employers' Association, The Terrace, Wellington.

Ambury and Semple, Lorne Street, Wellington, C. 3.  
 Champion Coal Co., 101 Molesworth Street, Wellington, N. 1.  
 Foley, J. W., 192 Aro Street, Wellington, S. 1.  
 Gaudin, W. J., and Son, 40 Ghuznee Street, Wellington, C. 2.  
 McGowan and McGee, Ltd., Wellington.  
 Hedges, T. P., 119 Aro Street, Wellington, C. 2.  
 James Bros., 11 Randwick Crescent, Lower Hutt, Wellington.  
 Logie, T., 9 Green Street, Wellington, S. 1.  
 Miramar Coal Supply, Hobart Street, Wellington, E. 4.  
 Murray, J., and Co., 187-189 Adelaide Road, Wellington, S. 1.  
 Roberts, T., and Son, 8 Hopper Street, Wellington, C. 2.  
 Woburn Coal Co., Woburn, Lower Hutt.  
 Barry Bros., Ltd., Port Ahuriri, Napier.  
 Bradley, S. W., 15 Craigh Street, Napier.  
 Cranby, C. H., and Co., Ltd., Napier, Hawke's Bay.  
 Donovan and Co., Warren Street, Hastings.  
 Holt, R., and Sons, Ltd., Russell Street, Hastings.  
 White and Co., King Street, North Hastings.  
 Harris, C., 38 Bannister Street, Masterton.  
 Maher, T., Ormond Street, Woodville.  
 Oliver, G., Lincoln Road, Masterton.  
 White, W., Railway Siding, Masterton.  
 Bloomfield, A., Ltd., 445 Main Road, Palmerston North.  
 Child Bros., 166 Victoria Avenue, Palmerston North.  
 Hickey, P., 160 Main Street, Palmerston North.  
 Rush, S., 129 Main Street, Palmerston North.  
 Rush, Stace, and Co., Cuba Street, Palmerston North.  
 Thomas, P. E., 157 Ruahine Street, Palmerston North.  
 Bagley, T. W., 67 Somme Parade, Wanganui.  
 Bullock, B., and Co., Springvale, Wanganui.  
 Gould, S. H., Taupo Quay, Wanganui.  
 Organ, C. T., Eastown Road, Wanganui.  
 Way and Wilson, 46 Carlton Avenue, Wanganui.

## MARLBOROUGH INDUSTRIAL DISTRICT.

Blick, G., Farnham, Blenheim.  
 Gosling and Son, Main Street, Blenheim.  
 Osgood, R., Battys Road, Blenheim.  
 Register and Lane, Auckland Street, Blenheim.

## NELSON INDUSTRIAL DISTRICT.

Baird, J., Trafalgar Street, Nelson.  
 Howat, J., Haven Road, Nelson.  
 Neale and Haddow, Ltd., Trafalgar Street, Nelson.  
 York, H. K., and Co., High Street, Motueka.

## WESTLAND INDUSTRIAL DISTRICT.

Corcoran and Morris, Buck Street, Greymouth.  
 Kennedy Bros., 67 Guinness Street, Greymouth.  
 Perkins, P., Queen Street, Westport.  
 Stevens, W. J., Derby Street, Westport.  
 Tennant, D., Brougham Street, Westport.

## OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

Allen, A. J., Ltd., Birch Street, Dunedin, C. 1.  
 Bruce Coal Co., Ltd., 8 Vogel Street, Dunedin, C. 1.  
 Curtis, J., 484 Castle Street, Dunedin, N. 1.  
 Fraser, J., 17 Woodhaugh Street, Dunedin, N. 1.  
 Hill, S. B., 333 King Street, Dunedin, N. 1.  
 Hodges, H., 7 Cameron Street, Dunedin, S. 1.  
 Kennedy, H., 25 Prince Albert Road, Dunedin, S. 2.  
 McArthur, H. E., 361 Castle Street, Dunedin, N. 1.  
 Mill, John, and Co., Ltd., Crawford Street, Dunedin, C. 1.  
 Smart, E. and S., 87 Harrow Street, Dunedin.  
 Taylor, A., and Sons, Princes Street, Dunedin, C. 1.  
 Todd, J. D., 99 Bay View Road, Dunedin.  
 Burrowes, J. A., 154 Esk Street, Invercargill.  
 City Coal Co., Ltd., Liddell Street, Invercargill.  
 Linton Coal Co., Ltd., 77 Tay Street, Invercargill.  
 Lyons, J., 256 Liddell Street, Invercargill.  
 Ohai Coal Depot (A. Baird), Liddell Street, Invercargill.  
 Star Coal Agency (C. Adcock), North Road, Waikuirī, Invercargill.  
 Wilkes, F. A., Ltd., Deverson Street, Invercargill.  
 Amies, J. A., Tyne Street, Oamaru.  
 Forrest, A. W. R., 17 Clyde Street, Oamaru.  
 Laney, W. J., Coquet Street, Oamaru.  
 Linton Coal Depot (John Mill and Co., Ltd.), Tyne Street, Oamaru.  
 Orr, J., and Co., Itchen Street, Oamaru.  
 Wilson, G. M., Tees Street, Oamaru.

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 from the 27th day of May, 1940, and shall continue in force until the 27th day of May, 1941, 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 22nd day of May, 1940.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE.

##### *Workers to whom Award applicable.*

1. This award shall apply to workers employed by persons, firms, and companies engaged wholly or partially in the wholesale or retail business of coal, coke, or firewood, but shall not apply to workers already covered by another award.

Within the Northern Industrial District this award shall also apply to workers employed in yards (other than coal-yards) where shingle, gravel, sand, lime, and cement, &c., are sold either by wholesale or retail, but shall not apply to workers covered by another award.

##### *Hours of Work.*

2. (a) For workers employed in connection with coal-yards the hours of work during the six months from 15th April to 15th October inclusive shall be forty-four per week, and during the six months from 16th October to 14th April inclusive shall be forty per week. A day's work shall not exceed eight hours, to be worked between the hours of 7.45 a.m. and 5 p.m. on five days of the week, and four hours, to be worked between the hours of 7.45 a.m. and noon, on the day of the weekly half-holiday.

(b) For workers employed in establishments other than coal-yards the hours of work shall be forty per week. A day's work shall not exceed eight hours, to be worked between the hours of 7.45 a.m. and 5 p.m. on five days of the week, Monday to Friday, both days inclusive.

##### *Overtime.*

3. (a) Work performed outside of or in excess of the daily or weekly hours prescribed in clause 2 hereof shall be deemed overtime and paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) Work performed on Sundays shall be paid for at double ordinary rates. Work performed on any holiday mentioned in clause 5 (a) hereof shall be paid for at double ordinary rates in addition to the ordinary wages.

*Meal-times.*

4. (a) Not more than five hours shall be worked without a break of at least forty-five minutes for a meal.

(b) Workers called upon to work overtime on any day shall be paid a meal-allowance of 1s. 6d. where they have not been notified on the previous day of being required to work.

*Holidays.*

5. (a) The following holidays shall be allowed to permanent workers without any deduction from wages: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Anniversary Day or a day in lieu thereof, and birthday of the reigning Sovereign.

Should any such holidays (except Anzac Day) fall on a Sunday, the following day shall be observed as the holiday.

(b) Permanent workers shall be entitled to one week's annual holiday for each twelve months' continuous service with the same employer. A proportionate holiday shall be allowed to workers who complete three months' continuous service with the same employer, unless dismissed for serious misconduct. The computation of the period of service qualifying workers for the annual-holiday provisions of this clause shall date from the coming into operation of this award, except in cases where a worker is entitled to an annual holiday under the provisions of a previous award, when any such service shall be taken into consideration hereunder.

(c) "Permanent" employment means employment lasting not less than six consecutive working-days.

*Wages.*

6. (a) The minimum rates of wages for workers employed under clause 2 hereof shall be as follows:—

Permanent workers	..	£4 10s. per week.
Casual workers	..	2s. 4d. per hour.

(b) "Permanent" employment means employment lasting not less than six consecutive working-days.

(c) The weekly wages prescribed in this clause shall be increased by 10 per cent. when a forty-four-hour week is worked in accordance with clause 2.

*Youths.*

7. (a) Each establishment, employer, or firm shall be entitled to employ one youth.

Additional youths may be employed in the proportion of one youth to each three adult employees at the following rates of wages:—

	Per Week.		
	£	s.	d.
From 17 to 17½ years of age	1	15	0
From 17½ to 18 years of age	2	0	0
From 18 to 18½ years of age	2	5	0
From 18½ to 19 years of age	2	10	0
From 19 to 20 years of age	3	0	0
From 20 to 21 years of age	3	10	0

And thereafter the adult rates.

(b) The weekly wages prescribed in this clause shall be increased by 10 per cent. when a forty-four-hour week is worked in accordance with clause 2.

*General.*

8. (a) Each employer shall provide accommodation and conveniences to the satisfaction of the Inspector of Awards to enable a worker to change his clothes and have his meals and to wash himself.

(b) Piecework is prohibited, and it shall be a breach of this award for an employer to pay workers on a commission basis.

*Payment of Wages.*

9. (a) All wages, including overtime, shall be paid weekly not later than Thursday in each week, and in the case of casuals immediately on completion of their work, should the employment be terminated before Thursday.

(b) Deductions may be made from the wages of weekly workers for time lost through sickness or default of the worker or for any cause over which the employer has no control.

(c) When a casual worker is not notified on the previous day that his services are not required on the following day, and he reports for work at the usual hour for commencing work and is not engaged, he shall be paid two hours' wages at ordinary rates.

(d) A casual worker is a worker who is paid by the hour.

(e) All casual workers shall be paid for all time for which they are ordered to stand by on the work.

*Termination of Employment.*

10. One week's notice of the termination of the employment shall be given by either party in the case of weekly workers, and one hour's notice shall be given in the case of casual workers. Any employer failing to give the requisite notice of termination of employment shall make a rateable payment in lieu thereof, but nothing in this award shall prevent an employer from dismissing a worker without notice for good cause.

*Disputes.*

11. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against the decision of such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

*Under-rate Workers.*

12. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

*Workers to be Members of Union.*

13. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)



*Right of Entry upon Premises.*

14. The secretary or other authorized officer of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

*Application of Award.*

15. This award 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 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 districts to which this award relates.

*Scope of Award.*

16. This award shall operate throughout the Northern, Wellington, Taranaki, Nelson, Marlborough, Westland, and Otago and Southland Industrial Districts.

*Term of Award.*

17. This award shall come into force on the 27th day of May, 1940, and shall continue in force until the 27th day of May, 1941.

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 22nd day of May, 1940.

[L.S.]

A. TYNDALL, Judge.

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**MEMORANDUM.**

The matters settled by the Court related to hours, wages, meal-money, the qualifying period for proportionate annual holidays, youths, general conditions, and the scope of the award. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.