

**CANTERBURY COAL, COKE, AND FIREWOOD WORKERS.—**  
**AWARD.**

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Canterbury Builders' and General Labourers and Related Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Canterbury Farmers' Co-operative Association, Ltd.,  
 Timaru.

Johnston, Robert, 235 Waltham Road, Christchurch.

McClatchie, G., and Co., 160 Hereford Street, Christchurch.

Reese Bros., Ltd., Colombo Street, Christchurch.

McCully, C. S., Ltd., Timber and Coal Merchants, Tuam Street, Christchurch.

Point Elizabeth Co-operative Coal-miners' Depot, Ltd.,  
 Coal and Wood Merchants, 157 Worcester Street,  
 Christchurch.

Westport Coal Co., Ltd., Coal-merchants, 178 Manchester Street, Christchurch.

State Coal Contractors, Moorhouse Avenue, Christchurch.

Maddens Ltd., Coal, Coke, and Firewood Merchants,  
 13 Papanui Road, Christchurch.

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 as hereinafter provided and shall continue in force until the 22nd day of August, 1942, 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 August, 1941.

[L.S.]

A. TYNDALL, Judge.

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SCHEDULE.

*Hours of Work.*

1. (a) The hours of work shall be forty-four per week from the 1st April to 30th September, and forty per week from the 1st October to the 31st March. The working-hours shall be not more than eight on five days of the week and not more than four on the day of the weekly half-holiday.

(b) Not more than five hours may be worked without an interval of at least three-quarters of an hour for a meal.

*Overtime.*

2. (a) Overtime shall be worked as required by the employer, and time worked in excess of or outside the hours provided in clause 1 hereof shall be overtime. Overtime calculated upon a daily basis shall be paid for at the rate of time and a half for the first three hours on any day other than Saturdays and at double time rates thereafter. In the case of Saturdays, overtime rates shall be time and half for

the first four hours and double time thereafter. Notwithstanding anything hereinbefore contained, work required to be done to repair or prevent the breakdown of the plant shall be paid for at ordinary rates.

(b) Where a worker is not notified on the previous working-day that he will be required to work overtime, he shall be paid 1s. 6d. meal-money if he works overtime after 6 p.m. and is unable to get home for a meal in the time allowed for his meal interval.

#### *Holidays.*

3. (a) The following shall be recognized as holidays, and each worker shall be paid at ordinary rates for any such holiday which falls on a working-day: New Year's Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, and Show Day.

(b) For work done on any holiday mentioned in subclause (a) hereof payment shall be made at the rate of double time in addition to any payment due under subclause (a).

#### *Annual Holiday.*

4. All workers for whom a weekly wage is herein provided shall be allowed an annual holiday of one week on full pay on completion of each twelve months' service. If any worker leaves or be discharged (except for misconduct) before completing twelve months' service, but more than three months, he shall be allowed a proportionate holiday or payment in lieu thereof.

#### *Wages.*

5. (a) The following shall be the minimum rates of wages:—

	Per Week.		
	£	s.	d.
Coal-yard labourers employed on a weekly basis .. .. .	4	10	0
Sawyers in coal-yards employed on a weekly basis .. .. .	4	14	0

Casual workers in coal-yards shall be paid the following hourly rates—

	Per Hour.		
	s.	d.	
Sawyers .. .. .	2	5	
Other workers .. .. .	2	4½	

(b) A casual worker in a coal-yard is a worker paid at an hourly rate. Where a worker's grading is altered from weekly to hourly status, the employer shall notify the worker at his engagement or at the time when such alteration is to take effect of the change in his grading.

(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 1.

#### *Employment of Youths.*

6. Employers may employ youths in the proportion of one youth to each three or fraction of three men at not less than 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.			

#### *Increase in Rates of Remuneration.*

7. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

#### *General Conditions.*

8. (a) The secretary or other authorized officer of the union 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.

(b) On request of the union secretary the employer shall furnish a list of employees when requested to do so, provided that such list may not be required at shorter periods than three months.

(c) Employers shall provide accommodation for dining and for drying clothes and shall provide facilities for washing.

(d) Workers shall be allowed an interval of not more than ten minutes each morning and afternoon for refreshments, provided there is no full cessation of the work.

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

*Matters not provided for.*

9. If a dispute shall arise between the parties to this award upon any matters arising out of or in connection with the award and not specifically dealt with therein, it shall be referred to a committee comprised of two representatives of the union and two representatives of the employers, who shall appoint an independent chairman for decision. The decision of a majority of this committee shall be binding, except that any party adversely affected thereby shall have the right, within fourteen days after the decision is given, to appeal against the decision to the Court of Arbitration, which, after hearing the parties, may amend the decision in any way as it may consider necessary or desirable.

*Terms of Engagement.*

10. (a) In all cases where weekly wages are paid a week's notice of dismissal or of resignation shall be given by the employer or the worker; but this shall not prevent any employer from summarily dismissing any worker for misconduct or other good cause.

(b) All wages due shall be paid on the dismissal of a worker.

(c) Wages, including overtime, shall be paid weekly, not later than Thursday.

(d) An employer shall be entitled to make a rateable deduction from the weekly wages of any employee covered by this award for any time lost through such employee's sickness, accident, or default, or voluntary absence with the consent of the employer.

*Extension of Hours under Factories Act.*

11. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this award in respect of every occupier of a factory bound or to be bound by such award.

*Closing of Shops.*

12. In exercise of the power vested in the Court by section 69 of the Shops and Offices Act, 1921-22, as amended by section 17 of the Shops and Offices Amendment Act, 1927, it is ordered that the business premises (shops) carrying on the business covered by this award in those areas within the district covered by this award to which section 31 of the Shops and Offices Act, 1921-22, applies shall be closed on five working-days of the week from the hour of 5 p.m. to midnight, and on the day of the statutory half-holiday from the hour of 1 p.m. to midnight.

*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.)

*Under-rate Workers.*

14. (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.

#### *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 district to which this award relates.

#### *Scope of Award.*

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

#### *Term of Award.*

17. This award, in so far as it relates to wages, shall be deemed to have come into force on the 5th day of May, 1941, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 22nd day of August, 1942.

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 August, 1941.

[L.S.]

A. TYNDALL, Judge.

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MEMORANDUM.

This award embodies the terms of settlement arrived at by the assessors in Conciliation Council, and the Court has reinserted the "Closing of Shops" clause of the previous award. Wages have been made payable retrospectively in accordance with the agreement of the parties.

A. TYNDALL, Judge.

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