

(4275.) WELLINGTON DISTRICT CYCLE WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Palmerston North Branch of the Amalgamated Society of Engineers' (including Motor-mechanics and Cycle Workers) Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Adams Limited, cycle agents, Victoria Avenue, Wanganui.

Banks, G. W., cycle agent, Waipukurau.

Barlow, C., cycle agent, Waipukurau.

Barnett and Co., cycle agents, Ohiro Road, Brooklyn.

Barrett, L. M., cycle agent, Levin.

Barry, G., and Co., cycle agents, Feilding.

Beale, W. E., cycle agent, Woodville.

Bendall, W. S., cycle agent, Hastings Street, Napier.

Benfield, R. J., cycle agent, Ridgway Street, Wanganui.

Blair, P., cycle agent, Takapau.

Boucher, J., cycle agent, Lambton Quay, Wellington.

Brennan, J., cycle agent, Nixon Place, Wanganui.

Brown, D. G., cycle agent, Masterton.

Burn, W. C., cycle agent, Petone.

Butland, A., cycle agent, Masterton.

Bycroft, G. H., and Co., cycle agents, Main Street, Palmerston North.

Clark, H. S., cycle agent, Taradale.

Clarkson, J. B., and Co., cycle agents, Victoria Street, Wellington.

Crown Cycle Works, Palmerston North.

Cycle and Motor Supply Company, Farish Street, Wellington.

Draffin, W., cycle agent, Victoria Avenue, Wanganui.

Eaton and Marshall, cycle agents, Nixon Place, Wanganui.

Edge, P., cycle agent, Rangitikei Street, Palmerston North.

Ewington, J. C., cycle agent, Masterton.

Fischer and Sons, cycle agents, Emerson Street, Napier.

Goodger, R. W., cycle agent, Heretaunga Street, Hastings.

Graham, H., cycle agent, Shannon.

Greres, S., cycle agent, Wairoa.

Hall and Jones, cycle agents, The Square, Palmerston North.

Healing, A. G., and Co., cycle agents, Tory Street, Wellington.

Henderson and Naylor, cycle agents, Coleman Place, Palmerston North.

Henley, A. J., cycle agent, Wanganui.

Horsby, H. B., cycle agent, Guyton Street, Wanganui.

Horsley and Harris, cycle agents, Wanganui.

Inglis Bros., cycle agents, Harris Street, Wellington.

Jensen, A., cycle agent, Ridgway Street, Wanganui.

Jermis, L., cycle agent, Jackson Street, Petone.

Johnston, J., cycle agent, Station Street, Hastings.

Johnston, J., cycle agent, Waipukurau.

Jones, J. E., cycle agent, Heretaunga Street, Hastings.

Jones, R. W., cycle agent, Heretaunga Street, Hastings.

King, A. E., cycle agent, Ridgway Street, Wanganui.

Limbrick, R., and Co., cycle agents, Emerson Street, Napier.

Magnus, Sanderson, and Co., cycle-importers, Wellington.

Maxted, C. W., cycle agent, Dannevirke.

McKinnon, W., cycle agent, Shannon.

Midward, C. F., cycle agent, Guyton Street, Wanganui.

Murray, D., cycle agent, Waghorne Street, Port Ahuriri.

Napier and Ogilvie, cycle agents, King Street, Hastings.

Neilson, A., cycle agent, Wellington Road, Marton.

Nicholls, F., cycle agent, Featherston.

Nielson, N. P., cycle agent, Takapau.

Nonpareil Cycle and Motor Company, Coleman Place, Palmerston North.

Oates, W., cycle agent, Main Street, Palmerston North.

Pook, R., cycle agent, Masterton.

Price, P. C., cycle agent, Victoria Avenue, Wanganui.

Priddey, H., cycle agent, Otaki.

Rankin, G., cycle agent, Apati.

Renalds and Co., cycle agents, Victoria Street, Wellington.

Robinson, J., cycle agent, Levin.

Rosenberg, E., and Co., cycle agents, Manners Street, Wellington.

Sargeant, G., cycle agent, Ohakune.

Seville, R., cycle agent, Kent Terrace, Wellington.

Shorland, S. O., and Co., cycle agents, Cuba Street, Wellington.

Simmons, J., cycle agent, Foxton.

Skinner, G., cycle agent, Main Street, Palmerston North.

Smith, A. W., cycle agent, Levin.

Smith, F. W., cycle agent, Wairoa.

Stokes, S. O., cycle agent, Heretaunga Street, Hastings.

Stevens, C. R., and Son, cycle agents, Emerson Street, Napier.

Stewart Bros., cycle agents, Harrison Place, Wanganui.

Sutton and Balfour, cycle agents, Emerson Street, Napier.

Sykes, G. S. R., cycle agent, Masterton.

Tonkins and Co., cycle agents, Hastings.

Treasure Cycle Company, Feilding.

Turner and Butler, cycle agents, Waipukurau.

Turner and Co., cycle agents, Mania Place, Wanganui.

Turner and Son, cycle agents, Broadway, Marton.

Turner, W. G., cycle agent, The Square, Palmerston North.

Walker, James, cycle agent, Broadway, Marton.

Walker, L. A., cycle agent, Levin.

Wall, W. H., cycle agent, Featherston.

Watt, J. H., cycle agent, Rangitikei Street, Palmerston North.

Weeks, G., cycle agent, Heretaunga Street, Hastings.

Westbury, H. T., cycle agent, Railway Avenue, Lower Hutt.

Williams, C. M., cycle agent, Otaki.

Williamson, R. A., cycle agent, Kent Terrace, Wellington.

Willis, C. C., and Co., cycle agents, Dickens Street, Napier.

Wilson, S. W., cycle agent, Ridgway Street, Wanganui.

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 the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 22nd day of May, 1916, and shall continue in force until the 19th day of July, 1917, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 9th day of May, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. Forty-seven hours shall constitute a week's work, of which eight and a half shall be worked on each working-day, with the exception of Saturday, upon which day four and a half hours shall be worked.

Overtime and Holidays.

2. All time worked in excess of the hours prescribed in clause 1 hereof shall be deemed to be overtime, and shall be paid for at the rate of time and a quarter for the first three hours, time and a half for the second three hours, and double time after the second three hours.

3. Time worked on Sundays, Good Friday, or Christmas Day shall be paid for at double-time rates; and time worked on New Year's Day, Anniversary Day, Boxing Day, Labour Day, Easter Monday, and the King's Birthday at time-and-a-half rates.

Rates of Pay.

4. Not less than 1s. 3d. per hour shall be paid to journeymen employed in plating, enamelling, frame-building, wheel-building, or to repairers, assemblers, and polishers engaged on cycle-work.

Apprentices.

5. (a.) Any person taking an apprentice to learn the trade shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this award, and shall pay such apprentice not less than the undermentioned rates of wages: For the first year, 10s. per week; for the second year, 15s. per week; for the third year, £1 per week; for the fourth year, £1 5s. per week; and for the fifth year, £1 15s. per week.

(b.) The proportion of apprentices to journeymen shall not exceed two to every journeyman employed.

(c.) The period of apprenticeship shall be five years, but three months' probation shall be allowed the first employer of any apprentice to determine his fitness, such three months to be included in his apprenticeship if the same be continued. The obligation of the apprentice to serve his employer shall be deemed a duty enforceable under this award.

(d.) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of an apprentice he shall give him a certificate for the time served and procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to pay him the wages prescribed according to the total length of time he has served, and generally to perform the obligations of the original employer: Provided that it shall not be necessary for the employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate covering the time actually served.

(e.) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him at work owing to slackness of work, but such slackness may form a proper ground for transferring him to a master willing to undertake the duty of teaching him.

(f.) An employer taking an apprentice shall give notice thereof and of the name of the apprentice to the Inspector of Factories within one week after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly within one week thereof give notice of such transfer to such Inspector.

(g.) When an apprentice is discharged for cause the employer shall send notice of the discharge and the cause thereof to the Inspector of Factories, who shall forthwith notify the secretary of the union.

(h.) All time lost through his own default or through sickness in any year of his apprenticeship shall be made up before such apprentice shall be considered to have entered upon the next succeeding year of his apprenticeship.

(i.) An employer shall not be bound to pay an apprentice for time lost through sickness or through the default of the apprentice, or by his voluntary absence from work with the consent of the employer.

(j.) Existing arrangements with or relating to any apprentice now in the employment of any employer shall continue, provided that the employer wishing such arrangements to continue shall send

notice of the arrangement to the local Inspector of Factories within one month after the date of this award.

(k.) Nothing in this clause contained shall prevent any employer transferring any apprentice employed in the cycle branch of his business to the motor department, provided that the time served in the cycle department shall be included in the total period of apprenticeship.

Improvers.

6. An apprentice after serving his apprenticeship may be employed as an improver at the rate of not less than 1s. 0½d. per hour for one year after the expiration of his apprenticeship.

Under-rate Workers.

7. (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 may 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 Factories 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.

(f.) For those at present engaged in the cycle trade who are over the age of twenty-one years and who have not served a five-years apprenticeship it shall be competent for the union and the employer to agree upon a wage to be paid to such workers. Failing such agreement being arrived at the matter shall be referred to the local Inspector of Factories. In all other respects the provisions of this award shall apply.

Piecework.

8. Work may be done by piecework or on the premium-bonus system, but in either case at such rates as shall secure to a competent worker at least 10 per cent. more than the minimum rate provided by this award.

Preference.

9. (a.) If an employer shall hereafter engage any worker who shall not be a member of the union, and who within one week after his engagement shall not become a member of the union and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided that there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) Whenever an employer shall engage any worker who is not a member of the union he shall, within three days thereafter, give notice in writing of such employment to the secretary of the union.

(c.) The foregoing provisions of this clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon application in writing, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Matters not provided for.

10. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the president or secretary of the union, and in default of any agreement being arrived at then such dispute shall be referred to the local Inspector of Awards, who may either decide the same or refer the matter to the Court. Either party if dissatisfied with the decision of the Inspector of Awards may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Scope of Award.

11. This award shall apply to all employers in this industry carrying on business within the Industrial District of Wellington.

Term of Award.

12. This award shall come into force on the 22nd day of May, 1916, and shall continue in force until the 19th day of July, 1917.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 9th day of May, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies the recommendations of the Council of Conciliation, which the parties agreed to accept. The only matters referred to the Court were (1) the day upon which the weekly half-holiday was to be observed, and (2) the date from which the award should come into operation; and these points have been settled by the Court.

T. W. STRINGER, Judge.

NOTE.—Section 90, subsection (1) (*d*), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiration of the currency of the award, the award shall continue in force until a new award has been duly made or an industrial agreement entered into, except where the registration of an industrial union of workers bound by such award has been cancelled.
