

(10692.) CANTERBURY COACHWORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925 ; and in the matter of an industrial dispute between the undermentioned persons, firms, and companies (hereinafter called “ the employers ”) :—

Christchurch.

Adams Ltd., Motor-importers, 219 Tuam Street, Christchurch
Anderson, C., Motor-trimmer, 132 Victoria Street, Christchurch
Andrews, W., Coachbuilder, Mount Pleasant
Archbold's Garage, Tuam Street, Christchurch
Beadle Welding and Engineering Co., 186 Tuam Street, Christchurch
Bellamy, J., and Son, Blacksmiths, Victoria Street, Christchurch
Boon and Co., Ltd., Coachbuilders, 19 Ferry Road, Christchurch

- Booth, MacDonald, and Co., Ltd., Implement Works, Colombo Street,
Sydenham, Christchurch
- Bryant and Co., Coachbuilders, 7 Papanui Road, Christchurch
- Bull, A., Motor-trimmer, Worcester Street, Christchurch
- Calverts Ltd., Sheet-metal Workers and Tinsmiths, 138 Tuam Street,
Christchurch
- Campbell, G., Motor-body Builder, St. Asaph Street, Christchurch
- The Canterbury Motor-body and Carriage Builders' Industrial Union of
Employers, H. W. Armitage, Secretary, 213 Manchester Street,
Christchurch
- Church, W., Coachbuilder, 73 North Road, Papanui
- Cooper and Pryce, Ltd., Motor-body Builders, 100 Victoria Street,
Christchurch
- Coull, E., Blacksmith, Montreal Street, Christchurch
- Cross, E. J., Motor-body Builder, 61 Manchester Street, Christchurch
- Dickie and Cooke, Motor-painters, 83 Kilmore Street, Christchurch
- Dickinson, G., Garage-proprietor, Latimer Square, Christchurch
- Duncan, P. and D., Ltd., Agricultural-implement Makers, 196 Tuam
Street, Christchurch
- Finch, G., Panel-beater, 315 St. Asaph Street, Christchurch
- Ford Motors (Canterbury), Ltd., Motor-car Importers and Engineers,
201 St. Asaph Street, Christchurch
- Gibson, A., Car-painter, Beckenham, Christchurch
- George, A., St. Asaph Street, Christchurch
- Harvey, V., Coachbuilder, Waltham Road, Christchurch
- Hunton, C., Motor-body Builder, 55 Kilmore Street, Christchurch
- Johnson and Smith, Motor-body Builders, Kilmore Street, Christchurch
- Laycock, L. S., Panel-beater, 55 Kilmore Street, Christchurch
- McCallum, W. H., Car-painter, Fitzgerald Avenue, Christchurch
- Mapplebeck, W. E., Car-painter, 196 Worcester Street, Christchurch
- Moore, A. D., Blacksmith, Lincoln Road, Spreydon
- Morrow, G. J., Sheet-metal Worker, 59 Manchester Street, Christchurch
- New Zealand Lace Web Co., Ltd., 24 Collins Street, Addington
- Oakes, E., Car-painter, 315 St. Asaph Street, Christchurch
- Park, Matthew, Motor-engineer, 238 Salisbury Street, Christchurch
- Pentecost, S., Car-painter, North Avon Road, Richmond
- Philpott, L., Car-painter, Victoria Street, Christchurch
- Pitman and Jackson, Motor-body Repairers, corner Worcester Street and
Latimer Square, Christchurch
- Rink Taxis, Ltd., Armagh Street, Christchurch
- Riseley's Motor-body Works, 62 St. Asaph Street, Christchurch
- Steel Bros., Coachbuilders, Lincoln Road, Christchurch
- Stevens and Sons, Ltd., Motor-builders, 99 Ferry Road, Christchurch
- Tramway Board, Falsgrave Street, Christchurch
- White, A. J., Ltd., Furniture Factory, High Street, Christchurch

Timaru.

- Adams Ltd., Timaru
- Colonial Motor Co., Ltd., 65 Sophia Street, Timaru
- Fergusons Ltd., Motor-builders, Timaru
- McKnight, W., Car-painter, Timaru
- Wallace and Cooper, Motor-body Builders, Timaru

Temuka.

- Browne's Motor-body Works, Ltd., Temuka

Fernside.

- Cattermore, Chas., Coachbuilders, Fernside

Waimate.

Dash Ltd., Garage and Coach Works, High Street, Waimate

Doyleston.

Ellesmere Engineering Works, Doyleston

Fairlie.

Fairlie Motor Bus Co., Fairlie
Walsh, H., Coachbuilder, Fairlie

Belfast.

McArthur Bros., Car-painters, Belfast

Hinds.

McDowell, W., Coachbuilder, Hinds

Kaikoura.

Richardson, W., Coachbuilder, Kaikoura

Rangiora.

Skilling, J., Coachbuilder, Rangiora
Watkins and Webber, Blacksmiths, Rangiora

Geraldine.

Sutherland, J., Motor-garage, Geraldine,

and

The Canterbury Coachbuilders Industrial Union of Workers
(hereinafter called "the union").

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 31st day of August, 1935, 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 12th day of November, 1934.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work shall be forty-five per week, to be worked between the hours of 7.30 a.m. and 5.30 p.m. on five days of the week, and between 7.30 a.m. and 12 noon on the day of the half-holiday.

Wages.

2. (a) The following shall be the wages:—

Coachbuilders (woodmen), painters, blacksmiths, vicemen, panel-beaters, machinists, and trimmers, 2s. per hour.

Helpers and assemblers over the age of twenty-one years, 1s. 9d. per hour.

(b) Female machinists: Female machinists may be employed at machining work only at the following rates of wages:—

	Per Week.		
	£	s.	d.
First year	1	0	0
Second year	1	7	0
Third year	1	15	0
Thereafter	2	2	0

(c) Helpers and assemblers: Helpers and assemblers may be employed at the following rates of wages:—

	Per Week.		
	£	s.	d.
Under sixteen years	0	12	6
Sixteen to seventeen years	0	17	6
Seventeen to eighteen years	1	2	6
Eighteen to nineteen years	1	10	0
Nineteen to twenty years	1	17	6
Twenty to twenty-one years	2	7	6

(d) The proportion of junior helpers shall be one to each three or fraction of three journeymen, except in the smith's shop, where one helper shall be allowed to each fire and one may be employed as a driller.

(e) Duties of helpers shall not include any of the following operations :—

- (1) Coachbuilders (woodmen): The use of sharp-edged tools in shaping or working wood.
- (2) Painters: Painting, lacquering, or varnishing either by hand or by spray gun other than first coating and filling up.
- (3) Trimmers: Cutting out or machining.
- (4) Smith's shop: The forging of any kind of iron or metal work.
- (5) Panel-shop: The beating, shaping by hand, or hammering out of new or old work.

(f) Assemblers: The duties of assemblers shall be confined to assembling parts of motor-bodies, and they shall use the following tools only to the extent required for such work: Hammers, saws, paring-chisels, gimlets, brace and bits, pneumatic and electric drills, screwdrivers, punches, files, cramps, and wrenches.

Improvers.

3. An apprentice, having completed his apprenticeship, may be employed as an improver for not more than twelve months at a wage of 1s. 4d. per hour. The said period of improvership may be spread over a period of two years commencing from the date of the completion of the apprenticeship. It shall be the duty of the improver to obtain and produce on demand to his employer or to any prospective employer full particulars of all time worked by him as an improver.

Overtime.

4. (a) All time worked by weekly and hourly workers, outside or in excess of the hours prescribed in clause 1 hereof, shall be paid for as overtime at the rate of time and a quarter on the minimum rate prescribed herein for the first three hours on any day, thereafter at time and a half rates on the wages prescribed in clause 2 hereof.

(b) Notwithstanding the foregoing, trimmers working for more than one employer shall not be entitled to overtime payment except for work performed on any of the holidays mentioned herein.

(c) Work done on New Year's Day, Christmas Day, Good Friday, or on Sunday shall be paid for at the rate of double time.

(d) Work done on Easter Monday, Sovereign's birthday, Labour Day, and Boxing Day shall be paid for at the rate of time and a half.

(e) The foregoing subclauses shall not apply to pieceworkers.

Piecework.

5. Piecework may be worked in any branches of the trade at rates and conditions as agreed upon by the employer and individual workers, provided that not less than 20 per cent. below the minimum rate of wages for hourly workers is paid to all pieceworkers.

This clause shall not apply to weekly workers.

Payment of Wages.

6. (a) Wages, including overtime, shall be paid in full weekly, and within ten minutes of ceasing work.

(b) Employers shall be entitled to make a rateable deduction from the wages of workers for time lost by default or through sickness or from any accident not arising out of and in the course of the employment.

(c) Employers shall also be entitled to make a deduction from the wages of workers for time lost through slackness of work or for any stoppage of work over which the employer has no control.

Termination of Employment.

7. Not less than two working-days' notice of the termination of the employment shall be given by either party in respect of weekly workers, such notice to take effect from the end of the day on which it is given.

Hot Water.

8. Employers shall provide facilities for boiling water at meal-times.

Meal-money.

9. Employers shall allow meal-money at the rate of 1s. per meal when workers are called upon to work overtime after 6.30 p.m. on any day or after 1.30 p.m. on the day of the half-holiday: Provided such workers cannot reasonably get home for their meals; and provided further they have not been notified of such overtime on the day preceding the working of such overtime.

This clause shall not apply to pieceworkers.

Under-rate Workers.

10. (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.

Preference.

11. (a) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within fourteen days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided 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. The provisions of this subclause relating to the dismissal of workers shall apply, with equal effect, to any worker coming within the scope of this award engaged since the 22nd day of September, 1930, but before the coming into force of this award, who is not a member of the union during the currency of this award.

(b) The 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 a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 1s. per week, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being

more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

Disputes.

12. 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 specifically 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 a decision of any 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.

Scope of Award.

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

Term of Award.

14. This award, in so far as it relates to wages, shall be deemed to have come into force on the 31st day of August, 1933, 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 31st day of August, 1935.

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 12th day of November, 1934.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court related to under-rate workers. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.