

NELSON INDUSTRIAL DISTRICT **COACH AND MOTOR BODY BUILDERS.**—AWARD.

In the Court of Arbitration of New Zealand, Nelson Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Nelson Coach and Motor Body Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

*Nelson.*

Central Motors, Ltd., Trafalgar Street.  
 Chapman, Charles, Hardy Street.  
 Chapman, H., and Co., Ltd., Waimea Street.  
 Chapman, Roy, Wakatu Lane.  
 Hall and Coote, Ltd., Hardy Street.  
 Hall, C. G., Collingwood Street.  
 Gibbs Motor Service, Trafalgar Street.  
 Ingram, J. G., and Co., Ltd., Bridge Street.  
 Johnston, R., Hardy Street.  
 Montgomery, L. N., Hardy Street.  
 Newman Bros., Ltd., Hardy Street.  
 Smart, G. M., Ltd., Victoria Avenue.  
 Vining and Scott, Waimea Street.

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 31st day of May, 1937, and shall continue in force until the 31st day of May, 1938, 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 20th day of May, 1937.

[L.S.]

E. H. NORTHCROFT, Judge.

SCHEDULE.

*Hours of Work.*

1. The hours of work shall be forty per week and shall be worked between the hours of 7.30 a.m. and 5 p.m. on five days of the week and between 7.30 a.m. and 12 noon on the day of the half-holiday, eight hours to constitute a full day's work.

Notwithstanding the foregoing, workers may agree to work the forty hours on the first five days of the week, Monday to Friday inclusive.

*Shift Work.*

2. When shifts are worked, eight hours shall constitute a shift and forty hours a week's work. Workers employed on shifts outside of the hours prescribed in clause 1 hereof shall be paid 3d. per hour over and above the ordinary rate of pay.

All time worked in excess of the ordinary shift shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

Workers on night shifts shall be allowed half an hour crib-time on each shift without deduction from pay.

This clause shall apply only when full weekly shifts are worked.

*Wages.*

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

Coachbuilders (woodmen), painters, blacksmiths, vicemen, panel-beaters, machinists, and trimmers, 2s. 6 $\frac{3}{4}$ d. per hour.

Adult helpers, 2s. 2d. per hour.

(b) Subject to the provisions of the Factories Act, 1921-22, and its amendment, the following shall be the minimum rates of wages for junior helpers:—

Age commencing	Factory Experience.	
	First Six Months.	Second Six Months.
	Per Week. £ s. d.	Per Week. £ s. d.
16 years (under) .. .. .	1 0 0	1 4 0
Between 16-17 years .. .. .	1 8 0	1 12 0
„ 17-18 „ .. .. .	1 16 0	2 0 0
„ 18-19 „ .. .. .	2 4 0	2 8 0
„ 19-20 „ .. .. .	2 12 0	2 16 0
„ 20-21 „ .. .. .	3 0 0	3 5 0

Provided, however, that a worker of the age of twenty-one years or upwards shall be paid not less than the basic wage for the time being prevailing.

(c) A junior helper shall, upon completion of five years' service, be paid not less than the wage provided herein for adult helpers and he shall, upon completion of six years' service, be paid not less than the wage provided herein for the class of work upon which he is substantially employed.

#### *Overtime.*

4. All time worked by weekly and hourly workers outside or in excess of the hours prescribed in clause 1 hereof, or in cases of shifts outside the usual shift hours, shall be paid for as overtime at the rate of time and a half for the first three hours on any day and thereafter at double time rates, except on Saturdays mornings, when overtime for four hours may be worked at time and a half rates.

#### *Piecework.*

5. Piecework may be worked in any branches of the trade, provided that the rates so fixed shall be such as will secure to a competent worker at least 10 per cent. more than the minimum or ordinary rate prescribed by this award, as the case may be.

#### *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.

*Hot Water.*

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

*Tools.*

8. Journeymen shall provide their own kit of tools and shall be allowed reasonable time to keep same in order. The employer shall provide a suitable emery wheel for sharpening edged tools. Wood-workers shall be permitted to sharpen their own saws in working-hours.

When power-driven drills are installed the employer shall provide the necessary drills for same. Files and rasps shall be provided for workers employed in all departments. Paint-brushes shall be provided for workers in paint-shops. Assemblers shall be supplied with the necessary tools to carry on their work by the employer.

*Meal-money.*

9. Employers shall allow meal-money at the rate of 1s. 6d. per meal when workers are called upon to work overtime after 6 p.m. on any day, or after 1 p.m. on the day of the half-holiday, provided that they have not been notified of such overtime before noon on the day of working such overtime.

*Holidays.*

10. (a) The following holidays shall be allowed without deduction from pay: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, and the birthday of the reigning Sovereign.

(b) Time worked on any of the above holidays or on Sundays shall be paid for at double ordinary time rate.

*Termination of Employment.*

11. One hour's notice on either side shall determine the engagement of hourly workers. Workers paid on a weekly basis shall give and shall be entitled to receive one week's notice of termination of employment.

*"Smoke-oh."*

12. Smoking shall not be allowed in or about the factory except between 10 a.m. and 10.30 a.m. and between 3 p.m. and 3.30 p.m., during which period workers may smoke without cessation of work.

*First-aid Appliances.*

13. A modern first-aid emergency case fully equipped shall be kept in a convenient and easily accessible place in every works.

*Right of Entry.*

14. The secretary or accredited representative of the union shall be given right of entry to any factory for the purpose of interviewing union members, but he is expected to announce himself to the employer before interviewing any member.

*Extension of Hours under Factories Act.*

15. 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.

*Disputes.*

16. 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 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.

*Workers to be Members of Union.*

17. (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.*

18. (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.

#### *Scope of Award.*

19. This award shall operate throughout the Nelson Industrial District.

*Term of Award.*

20. This award shall come into force on the 31st day of May, 1937, and shall continue in force until the 31st day of May, 1938.

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 20th day of May, 1937.

[L.S.]

E. H. NORTHCROFT, Judge.

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MEMORANDUM.

The only matter referred to the Court related to under-rate workers. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

E. H. NORTHCROFT, Judge.

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