

NORTHERN INDUSTRIAL DISTRICT **CYCLE-WORKERS**.—AWARD

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Northern Industrial District Amalgamated Engineering, Coachbuilding, and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Clarke's Cycle Works, Ltd., 263 Broadway, Newmarket, Auckland.

Cressy's Cycle Works, King Street, Pukekohe.

Farmers' Trading Co., Ltd., Hobson Street, Auckland.

Garton, D., Cycle-dealer, Whangarei.

Goodman, E. H., 267 Karangahape Road, Newton, Auckland.

Hope Gibbons, Ltd., 167 Albert Street, Auckland.

Hutchinson, R. F., Pitt Street Building, 211 Karangahape Road, Newton, Auckland.

Massey, F. H., Rora Street, Te Kuiti.

Merson Bros., Ltd., Upper Symonds Street, Auckland.

Russell Cycle and Motors, 180-182, Gladstone Road, Gisborne.

Skeates and White, Ltd., 48 Fort Street, Auckland.

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 on the 8th day of May, 1944, and shall continue in force until the 8th day of May, 1946, 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 1st day of May, 1944.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Classification*

1. Two classes of workers shall be recognized—*i.e.*, adult workers and assistants:—

- (a) Adult workers shall include enamellers, frame-builders, wheel-builders, repairers, assemblers, and liners.
- (b) Cycle mechanics' assistants are workers employed under clause 6 hereof.

##### *Hours of Work*

2. (a) Forty hours shall constitute a week's work.

(b) In mass-production factories or establishments the week's work shall be performed on the first five working-days of the week between the hours of 8 a.m. and 5 p.m. In all other factories or establishments the forty hours may be worked between 8 a.m. and 5.30 p.m. on five days of the week and 8 a.m. and 12 noon on the day of the half-holiday: Provided that when workers are required to work on Saturday mornings such workers shall have at least one Saturday morning off in every two weeks.

(c) In factories or establishments observing a five-day week the daily hours shall not exceed eight per day.

(d) In factories or establishments observing a five-and-a-half-day week the daily hours on five days shall not exceed 7 hours and 20 minutes, and on the day of the half-holiday 3 hours and 20 minutes.

Workers who are given Saturday mornings off in certain weeks pursuant to the proviso to subclause (b) of this clause may be required during those weeks to work forty hours on the first five working-days thereof, provided that the daily hours shall not exceed eight per day.

(e) The foregoing subclauses of this clause shall not prevent employers and the workers' unions in any locality agreeing to work the forty hours on the first five days of the week.

#### *Overtime*

3. (a) All work done on any day in excess or outside of the hours mentioned in clause 2 hereof shall count as overtime, and shall be paid for as follows: Time and a half for the first four hours and thereafter double time.

Overtime shall be computed on a daily basis.

(b) No worker shall be required to work more than four and a half hours continuously without an interval of at least three-quarters of an hour for a meal: Provided that this meal-hour may be reduced to half an hour by mutual arrangement.

(c) The employer shall supply a suitable meal or allow meal-money at the rate of 2s. per meal when workers are called upon to work overtime after 6 p.m. on Monday, Tuesday, Wednesday, Thursday, or Friday, or after 1 p.m. on Saturday, unless such workers can reasonably get home for a meal and return to their work in one hour, in which case the meal allowance need not be paid.

The allowance for meals provided for in this subclause shall not be subject to general orders of the Court made under the Rates of Wages Emergency Regulations or the Economic Stabilization Emergency Regulations.

(d) When a worker is called back to work after reaching his home he shall be paid a minimum of two hours at overtime rates.

#### *Accidents*

4. A St. John Ambulance first-aid compressed kit or similar outfit, fully equipped, shall be kept in a convenient and accessible place in every works, also facilities for the supply of hot water.

#### *Wages*

5. (a) Except as otherwise provided in clause 6 (d), the minimum rate of wages for workers twenty-one years of age and over shall be 2s. 7½d. per hour.

(b) Workers employed on oxy-acetylene and electric welding shall be paid 1s. per day extra.

(c) All wages shall be paid on dismissal of a worker or when a worker leaves of his own accord.

### Assistants

6. (a) The proportion of assistants to adult workers shall not exceed one assistant to each adult worker. For the purpose of this clause an employer substantially engaged at work covered by this award shall be deemed to be an adult worker.

(b) For the purpose of determining the proportion of assistants to adult workers when engaging any new assistants the calculation shall be based on the number of adult workers employed for two-thirds full time during the previous six months.

(c) The proportion of juniors in mass-production factories shall be not more than two juniors to each fully paid adult worker.

(d) The following minimum weekly rates of wages shall be payable to assistants:—

Age commencing at Trade.	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Seventh Six Months.	Eighth Six Months.	Ninth Six Months.	Tenth Six Months.
Under 16	20/-	25/-	30/-	35/-	40/-	45/-	50/-	55/-	60/-	*70/-
16 to 17	22/6	27/6	32/6	37/6	42/6	47/6	55/-	60/-	65/-	*70/-
17 to 18	27/6	32/6	37/6	42/6	50/-	57/6	65/-	70/-	*	..
18 to 19	32/6	37/6	42/6	47/6	55/-	62/6	70/-	*	..	..
19 to 20	42/6	50/-	55/-	65/-	70/-	*	..	..	..	..
20 to 21	55/-	60/-	70/-	*	..	..	..	..	..	..

\* And thereafter not less than 2s. 7½d. per hour.

Provided 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.

(e) Assistants shall be paid at ordinary rates for all holidays mentioned in this award.

(f) Should any employer wish for any reason to dispense with the services of an assistant he shall give him a certificate showing the actual period of time worked and stating the branch or branches of the trade at which he has been employed. Such a certificate shall entitle the assistant to payment by a future employer at the wages herein provided according to the time actually worked at the trade.

(g) No deduction shall be made from the weekly wages specified in this clause except for time lost by an assistant on account of sickness, accident, or through his own default.

(h) Any employer who engages an assistant shall be deemed to have undertaken the duty of teaching him one or more branches of the trade as carried on by the employer, which duty shall be enforceable under this award.

(i) No employer shall be entitled to employ an assistant or assistants unless his shop is fitted with the necessary equipment to enable him to teach such assistant or assistants in accordance with the provisions of this clause.

*General Orders under the Rates of Wages Emergency Regulations 1940*

7. All rates of remuneration (which term includes time and piecework rates, overtime, and other special payments) provided for in this award shall be subject to the provisions of the general orders dated the 9th August, 1940, and the 31st March, 1942, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration as follows:—

- (a) The order dated the 9th August, 1940, increases all rates of remuneration by an amount equal to 5 per cent. thereof.
- (b) The order dated the 31st March, 1942, increases all rates of remuneration (inclusive of the August, 1940, bonus) by an amount equal to 5 per cent., but this increase is payable—
  - (i) In the case of males twenty-one years and over, on earnings up to £5 per week only;
  - (ii) In the case of females twenty-one years of age and over, on earnings up to £2 10s. per week only; and
  - (iii) In the case of males or females under twenty-one years of age, and apprentices, on earnings up to £1 10s. per week only.

*Holidays*

8. (a) The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, Anzac Day, and Anniversary Day. No deduction from the wages of workers shall be made in respect to the holidays mentioned in this subclause.

(b) The following further holidays shall be recognized: 2nd January and Easter Saturday in districts where observed, and where not observed some other day to be substituted therefor by mutual arrangement between the employers' association and the union concerned. No deduction from the wages of assistants shall be made in respect to the holidays mentioned in this subclause.

(c) For work done on any of the holidays mentioned in this clause or on Sundays or Anzac Day double time shall be paid.

(d) When any of the holidays mentioned in subclause (a) hereof except Anzac Day falls on a Sunday, such holiday shall be observed on the following working-day.

#### *Annual Holiday*

9. (a) An annual holiday of one week on full pay shall be allowed to each worker on completion of each year of service at a time to be mutually arranged between the employer and the workers.

Such holiday shall be exclusive of the holidays mentioned in subclause (a) of clause 8.

(b) A worker who has completed three months' service or whose employment is terminated after three months' service shall be granted a proportionate holiday or pay in lieu thereof in proportion to the length of service.

(NOTE.—Attention is drawn to the provisions of the Annual Holidays Act, 1944, which will apply to workers covered by this award as from the 1st August, 1944.)

#### *Right of Entry upon Premises*

10. The secretary or other authorized officer of the union of workers shall, with the consent of the employer or his representative (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.

#### *Matters not provided for*

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 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.

*"Smoke-oh"*

12. Times at which smoking without cessation of work shall be permitted in the workshop shall be mutually arranged between the employer and the workers in each case.

*Extension of Hours under Factories Act*

13. 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 in the manner and to the extent set forth in clause 3 (b) of this award in respect of each occupier of a factory bound by the provisions of this award.

*Workers to be Members of Union*

14. (a) Subject to the provisions of section 18 (5) of the Industrial Conciliation and Arbitration Amendment Act, 1936, 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.

(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*

15. (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*

16. 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 the 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*

17. This award shall operate throughout the Northern Industrial District.

#### *Term of Award*

18. This award shall come into force on the 8th day of May, 1944, and shall continue in force until the 8th day of May, 1946.

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 1st day of May, 1944.

[L.S.]

A. TYNDALL, Judge.

#### MEMORANDUM

The award embodies the agreement of the parties.

In making the award the Court has had regard to the provisions of the Economic Stabilization Emergency Regulations, 1942.

With regard to clause 3 (c), the Court is not satisfied that a provision to exclude the operation of any future general order in respect of meal allowance is *intra vires*, but the clause has been allowed to stand in the form in which it was agreed upon in Conciliation Council.

A. TYNDALL, Judge.

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