

NEW ZEALAND (EXCEPT NORTHERN INDUSTRIAL DISTRICT)
CYCLE-WORKERS.—AWARD

[Filed in the Office of the Clerk of Awards, Wellington]

In the Court of Arbitration of New Zealand, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Engineering, Coachbuilding, Aircraft, and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

TARANAKI INDUSTRIAL DISTRICT

Archbold and Co., Union Street, Hawera.
George, Arnold, Brougham Street, New Plymouth.
Lightband and Son, Ltd., Devon Street, New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT

Atkins and Sons, Karama Road, Hastings.
Cash Cycle Co. (K. Goodin), Carterton.
Electric Batteries, Ltd., Hastings.
Hope Gibbons, Ltd., Dixon Street, Wellington.
Ideal Cycle Works, The Square, Palmerston North.
Wellington Cycle Co. (Byko), (E. West), 33 Cambridge Terrace,
Wellington.

MARLBOROUGH INDUSTRIAL DISTRICT

Davies, Walter E., High Street, Picton.
Hillman Bros., Alfred Street, Blenheim.
Lyford, R., Maxwell Road, Blenheim.
West, W., Market Street, Blenheim.

NELSON INDUSTRIAL DISTRICT

Ball, S. J., Storekeeper, Canvastown.
 Ellis, E. C., Cycle-dealer, Hardy Street, Nelson.
 Shuttleworth, A. E., Cycle and Motor Engineers, Wakefield.
 Winn's Cycle Works (E. Winn), Bridge Street, Nelson.

WESTLAND INDUSTRIAL DISTRICT

Harker, J., Palmerston Street, Westport.
 Kitchingham Cycles, Ltd., Mawhera Quay, Greymouth.
 Ross, L. S., Hokitika.
 Sheldon, M. G., Guinness Street, Greymouth.

CANTERBURY INDUSTRIAL DISTRICT

Bell Cycle and Motor Co., 110 Lichfield Street, Christchurch.
 Butler Cycle Works, 605 Colombo Street, Christchurch.
 Gamage Cycle Co., Ltd., 41 Manchester Street, Christchurch.
 Goddard, S., Cycle-dealer, Temuka.
 Hill, A., and Son, Cycle-dealers, Timaru.
 Hobday, F. J., Edgeware Road, Christchurch.
 Hopkins, L., Tancred Street, Ashburton.
 Jones Cycle Co., 178 High Street, Christchurch.
 Rothwell, H., Selwyn Street, Christchurch.
 Richardson, W. E., Kaikoura.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Batchelor, G., 147 Dee Street, Invercargill.
 Bonney Bros., 121 Tay Street, Invercargill.
 Eadie Bros. (N.Z.), Ltd., Cumberland Street, Dunedin.
 Ferris, J. J., 63 Main Street, Gore.
 McDonald, T., Blacksmith, Waikaka.
 Milton Motor and Cycle Co., Milton.
 Prentice, A. S., and Co., 124 Dee Street, Invercargill.
 Scott, W. A., and Sons, 181 George Street, Dunedin.
 Tappers Ltd., Dee Street, Invercargill.
 Wilson Elliott, Ltd., Balclutha.
 Wilson, F. G., 110 Dee Street, Invercargill.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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 2nd day of January, 1950, 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 2nd day of July, 1948.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to which Award applies

1. (a) This award shall apply to adult workers and assistants in the cycle industry.

(b) "Adult workers" shall mean enamellers, frame-builders, wheel-builders, repairers, assemblers, and liners.

(c) "Cycle mechanics' assistants" are workers employed under clause 5 hereof.

Hours of Work

2. Forty hours shall constitute the ordinary week's work, of which not more than eight hours may be worked on each day from Monday to Friday inclusive, and between the hours of 7.30 a.m. and 5.30 p.m. The time of starting and ceasing work between these hours shall be mutually arranged in each establishment, with a break of not more than one hour for lunch.

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 three 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 agreement.

(c) Meal-money: The employer shall allow meal-money at the rate of 2s. 3d. per meal when workers are called upon to work overtime after 6 p.m. on Mondays to Fridays inclusive and after 1 p.m. on Saturdays; Provided that such workers cannot reasonably get home to their meals and return to work in one hour.

(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.

Wages

4. (a) Except as otherwise provided in subclause (d) of clause 5 hereof, the minimum rate of wages for workers twenty-one years of age and over shall be 3s. 7d. 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.

(d) Where a worker is specially directed by his employer to take charge of three or more other workers he shall be paid 2s. a day in addition to the rate herein prescribed.

Assistants

5. (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 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.	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	30/-	35/6	41/6	47/6	53/-	59/-	64/6	71/-	82/-	93/-
16 to 17	33/-	38/-	44/-	49/-	56/-	62/-	70/-	76/-	82/-	93/-
17 to 18	38/-	43/6	49/-	55/-	64/-	72/-	81/-	92/-	..	..
18 to 19	49/-	54/-	62/-	70/-	80/-	91/-	..	..	..	..
19 to 20	62/-	67/-	78/-	90/-	..	..	..	..	..	..
20 to 21	77/6	88/-	..	..	..	..	..	..	..	..

Thereafter adult rates.

(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 of the wages herein provided according to the time actually worked at the trade.

(g) 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.

(h) 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.

Holidays

6. (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 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 workers shall be made in respect of the holidays mentioned in this subclause. If any of the above holidays other than Anzac Day falls on a Sunday, such holiday shall be observed on the next succeeding working-day.

(b) The following further holiday shall be recognized: 2nd January. No deduction from the wages of assistants shall be made in respect of the holiday mentioned in this subclause.

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

Annual Holiday

7. Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act, 1944.

Terms of Employment

8. (a) Not less than twenty-four hours' notice of the termination of the employment shall be given by the employer or the worker, as the case may be, but this shall not prevent an employer from dismissing a worker summarily for wilful misconduct.

(b) The employer shall have the right to make a rateable deduction from the weekly wages prescribed in this award for any time lost by a worker through his own default, sickness, or accident.

Accidents

9. A suitable first-aid compressed kit, fully equipped, shall be kept in a convenient and accessible place in every works, also facilities for the supply of hot water.

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.

General Conditions

12. (a) A ten-minute break, morning and afternoon, shall be allowed the workers without deduction from pay.

(b) Provision shall be made for an adequate supply of hot and cold water for washing facilities, excepting in those cases where the union is satisfied that it is impracticable to make the necessary provision.

(c) All tools shall be supplied by the employer.

(d) The employer shall provide reasonable facilities for supplying warmth for men working in workshops in cold weather.

Workers to be Members of Union

13. (a) Subject to the provisions of subsection (5) of section 18 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.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this award, and shall be liable accordingly.

(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 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 districts to which this award relates.

Scope of Award

16. This award shall operate throughout the Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

Term of Award

17. This award, in so far as it relates to wages, shall be deemed to have come into force at the commencement of the first pay-week commencing on or after the 21st day of June, 1948, 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 2nd day of January, 1950.

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 2nd day of July, 1948.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council. Wages have been made payable retrospectively, in accordance with the agreement of the parties.

The rates of remuneration prescribed in the award are *not* to be increased by the application of the provisions of the Court's general orders of 9th August, 1940, and 31st March, 1942.

A. TYNDALL, Judge.