

NORTHERN INDUSTRIAL DISTRICT **COACHWORKERS.**—AWARD

In the Court of Arbitration of New Zealand, Northern Industrial District.—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 firms and companies (hereinafter called "the employers") :—

- Armstrong Motors, Ltd., Collingwood Street, Hamilton.
- Auckland Bus Co., Ltd., New Lynn, Auckland.
- Auckland Motor Bodies, 5 Hobson Street, Auckland.
- D.S.C. and Cousins, Ltd., corner of Kitchener and Bankside Streets, Auckland.
- Dominion Motors, Ltd., 166 Albert Street, Auckland.
- Ebbett Motors, Ltd., Hood Street, Hamilton.
- Hamilton Motor Bodies, Hamilton.
- North Shore Transport Co., Ltd., Hall's Corner, Takapuna, Auckland.
- Passenger Transport Co., Great South Road, Otahuhu, Auckland.
- Patterson and Son, Upper Queen Street, Auckland.
- Winstone Ltd., Queen Street, Auckland.

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 23rd day of November, 1948, 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 23rd day of August, 1948.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Industry to which Award Applicable*

1. This award shall apply to all persons who are named under clause 4 of this award and to all employers who employ any such persons, whether they are employed for the whole or part time on any work covered by this award.

##### *Hours of Work*

2. The ordinary hours of work shall not exceed eight hours on five days of the week, Monday to Friday, both days inclusive, and shall be worked between the hours of 7.30 a.m. and 5 p.m.

##### *Shift-work*

3. This clause shall apply to the firm of Winstone Ltd. only:—

- (a) Shifts may be worked as required by the employer. In factories or workshops a worker required to work not more than three consecutive days on shift-work outside the hours prescribed in clause 2 shall be paid at overtime rates, but if he is required to work more than three consecutive evening or night shifts he shall instead be paid the sum of 3s. per shift in addition to his ordinary wage.

- (b) When a worker is required to commence a shift with less than an eight-hour break from completing a previous shift, he shall be paid double rates for such shift.
- (c) The provisions of subclause (b) of clause 6 shall not apply, provided the said workers are paid 6d. per mile when travelling homeward on finishing work after the cessation of public wheeled traffic

### Wages

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

	Per Hour.
	s. d.
Coachbuilders (woodmen), painters, spring-makers, blacksmiths, vicemen, panelbeaters, machinists, radiator-repairers, and trimmers	3 8
Assemblers over the age of twenty-one years	3 5½
Trimmer-assemblers over the age of twenty-one years	3 5½
Helpers over the age of twenty-one years	3 3½

(b) The minimum weekly wages for junior helpers and assemblers shall be as follows:—

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/-	37/2	44/7	51/11	59/3	66/7	73/11	81/4	88/8	96/-
16 to 17	35/1	40/4	45/7	52/11	60/4	67/8	75/-	85/6	88/8	96/-
17 to 18	40/4	47/8	55/1	62/5	69/9	80/3	85/6	96/-	..	..
18 to 19	48/9	56/1	64/6	80/3	85/6	96/-	..	..	..	..
19 to 20	64/6	75/-	85/6	96/-	..	..	..	..	..	..
20 to 21	77/6	96/-	..	..	..	..	..	..	..	..

And thereafter, or on attaining the age of twenty-one years, not less than the appropriate adult rate according to the class of work he is called upon to perform.

(c) Junior helpers shall not be employed on work which is normally that of a tradesman, but if any dispute arises as to what a junior helper may or may not do, then the question shall be settled under clause 22 of this award.

(d) Proportion: The proportion of junior helpers shall not exceed one to every five in the smith's shop and one to every six or fraction thereof of assemblers and/or journeymen.

(e) For the purpose of this award "assemblers in mass-production factories" are adult workers who are substantially engaged at work necessary in the assembling of standardized parts of motor-vehicles (other than mechanical parts). The work of an assembler shall include the necessary preliminary work to lacquering, and lacquering other than finishing coats. An assembler-trimmer shall be permitted to tack in and assemble ready cut and sewn materials.

(f) An "assembler in customs built shops" is a worker engaged exclusively in assembling standardized wood and iron parts of motor-bodies, and shall use the following tools only to the extent required by such work: hammers, saws, paring-chisels, gimlets, braces and bits, screw-drivers, screw-driver bits, punches, files, cramps, and wrenches.

(g) Female workers may be employed in trimming-shops where mass production is carried on, and their operations shall be limited so as not to include machining repair work or renovations, the tacking-in of trimmings in cars, or the stuffing or making of cushions or squabs, at the following minimum weekly rates of wages:—

Age commencing.			First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Seventh Six Months.
Under 16	..	..	27/6	33/6	39/-	45/6	51/6	58/-	66/6
16 to 17	..	..	30/6	36/6	43/-	48/6	53/-	65/6	..
17 to 18	..	..	36/6	43/-	48/6	55/6	64/6	..	..
18 to 19	..	..	40/-	46/-	55/6	63/6	..	..	..
19 to 20	..	..	46/-	54/6	62/6	..	..	..	..
20 to 21	..	..	52/6	61/6	..	..	..	..	..

And thereafter, or on attaining the age of twenty-one years, not less than £4 5s. per week.

(h) Not more than one female, other than machinists, shall be employed in the trim-shop to every four male adult workers employed in the trimming department.

(i) Female machinists, if employed, shall be paid the rates of pay prescribed for such workers in the Wellington, Nelson, Westland, and Canterbury Coachworkers' award.

(j) Workers who on the coming into force of this award are receiving a higher wage than is prescribed herein shall not have their wages reduced because of anything contained in this clause.

*Improvers*

5. If in the opinion of the Apprenticeship Committee appointed in connection with this industry any apprentice who has completed his term of apprenticeship is not sufficiently competent to earn the minimum rate of wages prescribed in this award, then and in such case such apprentice shall be rated as an improver for such period as the Committee shall determine in order that he may qualify as an efficient tradesman. The Committee shall determine the rates that shall be paid during the term of improvership. If the employer or the worker is dissatisfied with the decision of the Committee, he may appeal to the Court within fourteen days after such decision has been communicated to him. In localities where no Apprenticeship Committee is functioning, the period of improvership shall be not more than twelve months and the minimum rate of wages shall be 3s. 5¼d. per hour.

*Overtime*

6. (a) All times worked by weekly and hourly workers outside or in excess of the hours prescribed in clause 2 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, thereafter at double time rates, except on Saturday, when overtime for four hours may be worked at time and a half rates.

(b) When a worker is called on to work overtime which extends beyond the time of the cessation of public wheeled transport, such worker shall be conveyed to his or her residence at the expense of the employer.

(c) If a worker is called back from his home on overtime work and work is not then available, the worker shall be paid a minimum of two hours at the appropriate rates.

*Meal-money*

7. 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 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.

*Payment of Wages*

8. Wages, including overtime and holiday pay, shall be paid weekly not later than Thursday and within working-hours.

### *Deductions*

9. Deductions may be made from the weekly wages for time lost by default, sickness, or accident.

### *Statutory Holidays*

10. (a) The following holidays shall be allowed without deduction from wages whenever they fall within the working-week: a whole holiday on every Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Anniversary Day or a day in lieu thereof, and the birthday of the reigning Sovereign. Where any of the above holidays, except Anzac Day, falls on a Sunday, such holiday shall be observed on the first working-day thereafter.

(b) Payment of wages for the said holidays shall be made to all persons who have been employed in the factory at any time during the fortnight ending on the day on which the holiday occurs.

(c) In addition to any payment to which a worker is entitled under subclause (a) of this clause, time worked on any of the above-named holidays or on Sundays shall be paid for at twice the ordinary rate.

### *Annual Holidays*

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

If an employer intends to close down his undertaking for the period of the annual holiday, he shall give his workers one month's notice of the date on which the undertaking is to close down.

### *Time and Wages Book*

12. Each employer shall keep a time and wages book or card system showing the name of each employee and his occupation, the hours worked each day, and the wages and allowances paid each week. An entry of time worked and wages paid shall be signed by the worker at the time of payment.

### *Termination of Employment*

13. (a) One hour's notice on either side shall terminate 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.

(b) Each employee on leaving or being discharged from his or her employment shall, on application, be given a reference in writing stating the position held and the length of service, and if a wood-worker who has been employed for one week or more, shall be allowed one hour during which he shall be permitted to sharpen his tools.

*Tools, &c.*

14. (a) Journeymen and rehabilitation trainee wood-workers who provide the necessary tools for carrying out the work upon which they are employed shall receive a tool allowance of 1d. per hour, which shall be paid in addition to the wage agreed upon between the employer and the worker. Journeymen and rehabilitation trainee panelbeaters who provide the necessary tools for carrying out the work upon which they are employed shall receive a tool allowance of  $\frac{1}{2}$ d. per hour, which shall be paid in addition to the wage agreed upon between the employer and the worker. Alternatively to paying tool allowance, the employer may supply such workers with tools necessary for the work upon which they are employed: Provided that this clause shall not reduce the wage payable to journeymen on the coming into force of this award.

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

(b) A worker wholly employed as a springmaker shall be provided with two suits of overalls per annum, which shall be laundered at the employer's expense. Alternatively, springmakers shall be paid 1 $\frac{1}{2}$ d. per hour extra as a clothing-allowance, in which case the springmaker so paid will be obliged to have his overalls laundered at least once weekly at his own expense.

*General Provisions*

15. (a) Employees engaged in operating abrasive buffs shall be provided with suitable aprons, goggles, and respirators.

(b) Employees employed in handling or washing oily or greasy sheet metal shall be provided with suitable aprons, wooden clogs, and gloves.

(c) On the body acid wash, suitable rubber aprons, gloves, and gum boots shall be provided.

(d) Rubber aprons and gum boots shall be supplied to body wet sanders.

(e) Protective coloured goggles shall be supplied to arc, electric, and gas welders.

(f) The use of these protective articles shall be compulsory upon the workers.

(g) Arc welding shall be properly screened off from other workers.

(h) The employer shall provide adequate washing facilities with hot and cold water laid on and a sufficient supply of boiling water at meal-times.

(i) A ten-minute break morning and afternoon shall be allowed all workers without deduction from pay.

(j) An adult worker while engaged on welding-work other than spot or butt welding shall be paid 1½d. per hour extra.

(k) No spray painting shall be done anywhere in or around a factory except in a properly constructed and ventilated spray-painting booth.

(l) Where practicable, the employer shall provide a suitable lunch-room and a change-room in which suitable lockers are provided.

#### *Accidents*

16. (a) Proper facilities shall be provided for rendering first aid to workers who meet with an accident while working at or about the employer's place of business.

(b) If an injured worker requires medical attention, means of transport shall be provided by the employer to convey the injured worker to and from the nearest doctor or hospital.

(c) In production factories where two hundred or more workers are employed, an ambulance-room shall be provided up to the specification of the St. John Ambulance orders. The room must be used solely for the purposes of treatment and rest. There shall be employed in the factory one or more persons trained in first aid whose services shall be called upon as required.

(d) Equipment shall include a glazed sink with hot and cold water always available; a table with a smooth top; means of sterilizing instruments; a supply of suitable dressings, bandages, and splints; and a suitable couch and stretcher.

(e) First-aid boxes shall be provided in suitable places in the works so that they are readily available.



*Sanitation*

17. Employers shall provide proper sanitary conveniences in accordance with the requirements of the Factories Act.

*Award to be Posted*

18. Every employer shall keep a copy of this award posted in an accessible place in the works and shall permit *bona fide* union notices to be posted alongside.

*Right of Entry*

19. (a) The secretary or other authorized officer of the union of workers shall, with the consent of the employer (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.

(b) The employers shall, on request, but not oftener than once a month, notify the secretary of the union of the names of the workers in their employ covered by this award.

*Workers to be Members of Union*

20. (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*

21. (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.

*Disputes*

22. 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.

*Application of Award*

23. 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 this 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*

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

*Term of Award*

25. This award, in so far as it relates to the rate of 3s. 8d. an hour for skilled workers in clause 4 (a) and the rate of £4 5s. a week for adult female workers in clause 4 (g), shall be deemed to have come into force on the 2nd day of July, 1948, and so far as the other provisions 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 23rd day of November, 1948.

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 23rd day of August, 1948.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award embodies the terms of settlement reached 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.