

(10950.) 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 in the matter of an industrial dispute between the Auckland Coach and Car Builders' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Auckland and Suburbs.

- Albion Motor Bodies, 1 St. Mark's Road, Remuera, Auckland.
 Andrews, J. W., and Sons, Ltd., Upper Symonds Street, Auckland.
 Armstrong, C. T., Federal Street, Auckland.
 Auckland Bus Co., New Lynn.
 Auckland City Council, Freeman's Bay, Auckland.
 Auckland Electric Power Board, Quay Street, Auckland.
 Auckland Gas Co., Freeman's Bay, Auckland.
 Auckland Motor Bodies, Ltd., Hobson Street, Auckland.
 Auckland Motor Painters, Ltd., 39 Wakefield Street, Auckland.
 Bannatyne, D., 40 Mount Eden Road, Auckland.
 Black, G., Khyber Pass Road, Auckland.
 Booth, McDonald, and Co., Ltd., Penrose, Auckland.
 Briggs, K. C., Gittos Street, Parnell, Auckland.
 Bruce, H., Albert Street, Auckland.
 Buck, H., 187 Great North Road, Auckland.
 Buckland, N. W., 422 Dominion Road, Auckland.
 Bull, C., Panmure, Auckland.
 Cairns and Woodward, Hobson Street, Auckland.
 Calder, T., Parnell Rise, Auckland.
 Campbell Motors, Ltd., 17 Rutland Street, Auckland.
 Cavanagh and Co., Ltd., 108 Symonds Street, Auckland.
 Coates, M. E., 136 New North Road, Auckland.
 Colonial Motor Co., Fox Street, Parnell.
 Cooke, R. V., and Sons, Bronte Street, Auckland.
 Cousins, D. S. C., Kitchener Street, Auckland.
 Craig, J. J., Ltd., Queen Street, Auckland.
 Culpan, Len, and Co., Albert Street, Auckland.
 Cunningham, T. H., 148 Albert Street, Auckland.
 Davis, George, care of D. McL. Wallace, Newmarket.
 Davis, J. C., Vincent Street, Auckland.
 Davis, W. H., Dominion Road, Auckland.
 Dominion Motors, Ltd., 166 Albert Street, Auckland.
 Donald, W. H., Pauls Street, Auckland.
 Eden Motor Body Co., Ltd., Enfield Street, Mount Eden, Auckland.
 Edwards and Martin, Chapel Street, Auckland.
 Farmers' Trading Co., Ltd., Hobson Street, Auckland.
 Gash, H. P., 1 Korari Street, Auckland.
 Gilmour, H. T., 112 New North Road, Auckland.
 Greig and Esterman, Ltd., Upper Queen Street, Auckland.
 Griffiths, K. C., 288A Dominion Road, Auckland.
 Handlin, J., Campbell Road, Royal Oak, Auckland.
 Horner, J., Federal Street, Auckland.
 Hellaby, R. and W., Ltd., Quay Street, Auckland.
 Johnson, R., Great South Road, Auckland.

Johnson, Vic., and Co., Liverpool Street, Auckland.
 Lawson, J., Upper Queen Street, Auckland.
 McCartney, Mount Eden Terrace, Auckland.
 McCullough and Bates, Anzac Avenue, Auckland.
 McDonald, L. C., care of Cadman's Parking Station, Auckland.
 McGreal, J., care of R.E.C., Kitchener Street, Auckland.
 McKenzie, P. W., Fergusson Street, Auckland.
 McLoughlin, H., care of Wright, Stephenson, Albert Street,
 Auckland.
 Magee, Geo., and Co., St. James Street, Auckland.
 Martensen, O. E., Kitchener Street, Auckland.
 Moncur and Rawnsley, Papatoetoe, Auckland.
 Monteith, W., 31 Cook Street, Auckland.
 New Zealand Hoods and Accessories, Hobson Street, Auckland.
 New Zealand Saddlery Co., Hobson Street, Auckland.
 Newsham, T., care of Cadman's Parking Station, Auckland.
 Northern Automobiles, Ltd., 150 Albert Street, Auckland.
 North Shore Transport Co., Ltd., Hall's Corner, Takapuna.
 Paine Bros., Otahuhu.
 Parker, S., Ltd., Strand, Parnell.
 Passenger Transport Co., Ltd., Great South Road, Otahuhu.
 Patterson and Son, Belgium Street, Auckland.
 Patterson, R., and Sons, St. Mark's Road, Remuera.
 Payne, F. C., Upper Queen Street, Auckland.
 Pitcher, W., Newmarket, Auckland.
 Rawnsley, J., Papatoetoe, Auckland.
 Rayner and Son, Cook Street, Auckland.
 Reeveley, Ellis, and Collingwood, Kitchener Street, Auckland.
 Rideezee Motor Bodies, Ltd., 110 Great South Road, Auckland.
 Scott, Chas. F., Ltd., Lorne Street, Auckland.
 Sheppard, R., Birkdale, Birkenhead.
 Seabrook Fowlds, Ltd., Liverpool Street, Auckland.
 Shorter's Rental Cars, Shortland Street, Auckland.
 Spier, T., Eden Terrace, Auckland.
 Straughlin and Hough, Queen Street, Auckland.
 Stringer, J. J., Shortland Street, Auckland.
 Wallace, D. McL., Short Street, Newmarket, Auckland.
 Winstone Ltd., Queen Street, Auckland.
 Wright, A. B., and Sons, Ltd., Commerce Street, Auckland.
 Wyndham Car Trimmers, Fanshawe Street, Auckland.

Country Districts.

Broadwood—

Emson, A. J. H.
 Salvair, T.

Cambridge—

Ferguson, J., and Co.
 Hill, R. H.

Dargaville—

Fraser, D. H.

Edgecumbe—

Worrall, Fred.

Frankton Junction—

Dreadon, L. M.
 Buses Ltd.

Gisborne—

Auto Refinishing Co.
 Bacon, J. W.
 Burnett, J.
 Wright Clayton Lloyd.
 Car Spray and Trimming Co.
 Krebs, W. E.
 Ormonds Motors.
 Hunt, Roger, and Co.
 Ansell, L. V.

Helensville—

Gee, Arthur.

Hamilton—

De Lacey, A. E.
 F.C.A.C.

Hamilton—continued.

Hamilton Motor Bodies.
 Hawker, A. A., and Co.
 Horton, Geo.
 Howser, J. F., and Son.
 Monteith and Parker.
 Nolan, S. T.
 Pomeroy, J., and Co.
 Reid, G. N., and Son.
 Roach, P.
 Searle and Devitt.
 Taylor, J.

Kaitiaki—

Head, H.,

Matamata—

Mateer, A.
 Roberts, B.

Manurewa—

Windust, W. P.

Morrinsville—

Budd, Anthony.
 Hogg, Wm.

Ngaruawahia—

Sampson Bros.

Opotiki—

Horne, L.
 Steptoe, J.

Okaihau—

Anderson and Thomas.

Otorohanga—

Cooke, A. E.

Paeroa—

Brennan and Co.
 Fleming and Son.
 Vincent, D. A.

Papakura—

Richardson, W. H.

Papatoetoe—

Moncur and Rawnsley.

Pukekohe—

Allen, H. L.
 Cooper and Curd, Ltd.
 Jemison, C. J.
 Middlemiss, L. G.
 Taylor, W. H.

Putaruru—

Benton, Geo.
 Benton, J. P.

Rotorua—

Ardern Bros.
 Kingsland, S. M.
 Rotorua Bus Co.
 Rotorua Motor Transport.

Tauranga—

Christian, F. N., and Co.
 Gilmour, W.
 Murgatroyd, W. H.
 McLauchlan, W. F.
 Washer, C. F., and Co.

Te Puke—

Wills, T. D.

Te Aroha—

Cottrell Motor Metal Works.
 Johns, J. D., and Sons.
 Flay, H.
 Godkin, W.
 Wallace, D. McL.

Te Awamutu—

Carthy, C. J.
 Nobes, S. J.

Te Kuiti—

Hamilton, J.
 Martin, Geo.
 Reid, E.

Turua—

Errington, H.
 Johnson, J. H.

Thames—

Coxhead, A. T.

Tirau—

Wilson, Geo.

Tuakau—

Conelly, Sid.
 McCullough, W.

Waihi—

Armour, W. J.

Whangarei—

James and Whimp.
 Wilding, Geo.
 Nightingale, A. E.
 Wilkinson, A.

Whakatane—

Armstrong's Ford Garage.
 Brabant Bros.
 Christensen, C. H.
 Wheeler's Car and Service
 Station.

Warkworth—

Hoysted, A.
 Warin, W. S.

Waiuku—

Gordon, R. T.

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 23rd day of December, 1935, and shall continue in force until the 22nd day of December, 1936, 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 7th day of December, 1935.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

Hours of Work.

1. The ordinary hours of work shall not exceed eight hours on five days of the week, to be worked between the hours of 7.30 a.m. and 5.30 p.m., and four hours on the day of the weekly half-holiday, to be worked between the hours of 7.30 a.m. and noon.

Wages.

2. The following shall be the minimum rates of wages:—

	Per Hour.
	s. d.
(a) Coachbuilders (woodmen), painters, blacksmiths, vicemen, panel-beaters, machinists, and trimmers	2 1
Assemblers over the age of twenty-one years ..	1 10
Helpers over the age of twenty-one years, ..	1 9
(b) Assemblers and helpers—	

	Per Week.
	£ s. d.
Under sixteen years	0 15 0
Sixteen to seventeen years.. ..	1 0 0
Seventeen to eighteen years	1 5 0
Eighteen to nineteen years	1 12 6
Nineteen to twenty years.. ..	2 0 0
Twenty to twenty-one years	2 10 0

(c) 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.

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

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

(e) 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, screw-drivers, punches, files, cramps, and wrenches.

(f) Females: Nothing in this award shall prevent the employment of female machinists, but in the event of them being employed the Court reserves the right on the application of any party to complete this award by inserting provisions to govern the terms and conditions of their employment.

(g) Deductions: An employer shall be entitled to make a rateable deduction from the weekly wages specified herein for any time lost by a worker through his default, sickness, or accident not arising out of and in the course of the employment, or on account of the temporary closing of the factory for cleaning or repairing the machinery, or for time lost through slackness of work or any other stoppage of work over which the employer has no control.

Improvers.

3. An apprentice having completed his term of apprenticeship may be employed as an improver for one year after the expiration of the period of his apprenticeship either by the employer with whom he has been apprenticed or by any other employer at not less than 1s. 6d. per hour for the first six months and 1s. 8d. per hour for the second six months.

Overtime.

4. (a) Overtime shall be worked as required by the employer, and except as otherwise provided all time worked in any day in excess of the hours specified in clause 1 hereof shall be paid for at the rate of time and a quarter for the first three hours and time and a half thereafter.

(b) Every worker required to work overtime after 6.30 p.m. or after 1.30 p.m. on the day of the half-holiday shall be paid 1s. 3d. meal-money unless such worker can reasonably go home for a meal or, in the case of overtime worked on the weekly half-holiday, was notified on the previous day of the intention to work overtime.

Holidays.

5. Time worked on Sundays, Good Friday, Anzac Day, or Christmas Day shall be paid for at double time rates; time worked on Easter Monday, the Sovereign's Birthday, Labour Day, New Year's Day, or Boxing Day, shall be paid for at time and a half rates.

Piecework.

6. Piecework may be worked in accordance with the Industrial Conciliation and Arbitration Amendment Act, 1932.

Payment of Wages.

7. Wages shall be paid in full weekly and in cash, and within ten minutes of ceasing work.

Termination of Employment.

8. In the case of workers employed at weekly wages forty-eight hours' notice of the termination of the employment shall be given by either party.

Matters not provided for.

9. 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 therein, 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.

Preference.

10. (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.

Under-rate Workers.

11. (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.

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

Term of Award.

13. This award shall come into force on the 23rd day of December, 1935, and shall continue in force until the 22nd day of December, 1936.

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 7th day of December, 1935.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The only matters referred to the Court were the rate of wages for journeymen and the date of the coming into force of the award. In other respects the award embodies, with minor verbal alterations, the recommendations of the Conciliation Council, which the parties agreed to accept. Mr. Prime is not in agreement with the majority of the Court on the rate of wages awarded. His dissenting opinion is subjoined.

E. PAGE, Judge.

DISSENTING OPINION OF MR. PRIME.

The state of trade and industry, particularly this industry, does not warrant any increase in wages rates at present. Any improvement in the economic condition of the Dominion is more apparent than real. The Government Statistician, in reviewing the import and export figures for the year ended June, 1935, says that "The credit balance on account of commodity trade during the June year just past . . . is not sufficiently large to meet the normal outflow for invisible items, such as interest payments, &c." The trend of prices recently, taken together with the volume of production, does not warrant a belief that the current year will show any marked improvement in the position.

I think the rate for these workers should be not higher than 2s. The rate awarded is too high in relation to the rates for semi-skilled workers fixed in this award by agreement of the parties, and is higher than the rate for coachworkers in other districts, thus placing employers in the Auckland district at a disadvantage. It is also higher than the rate agreed on for other skilled workers recently, particularly in the engineering trade, where the rate for the highest skilled class of worker is 2s.