

(95.) OTAGO COACHWORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900”; and in the matter of an industrial dispute between the Otago Coachworkers and Wheelwrights’ Industrial Union of Workers (hereinafter called “the union”) and the following employers: namely, Reid and Gray, Princes Street, Dunedin; A. G. Watson, Princes Street, Dunedin; Galloway and Son, Cumberland Street, Dunedin; T. Scurr, Moray Place, Dunedin; Mark Sinclair, Great King Street, Dunedin; Hordern and White, Market Street, Dunedin; John Barnes, Great King Street, Dunedin; James Cottle, Great King Street, Dunedin; P. Diamond, North-east Valley, Dunedin; A. Roberts, Great King Street, Dunedin; J. Dixon, Great King Street, Dunedin; J. Robin and Co., Octagon, Dunedin; R. H. Barnes, Port Chalmers; Alexander Irvine, Riccarton, East Taieri; James Fowler, Mosgiel; R. Elder, Mosgiel Junction; Matthews and Son, Lawrence; Duff and Son, Balclutha; N. Eagan, Wedderburn; James Lockhart, Milton; M’Alister and Son, Tapanui; M’Knight Bros., Alexandra and Ophir; Peters and Shiels, Balclutha; T. Russell, Pembroke; C. Thompson, Ranfurly; S. Swanson, Kaikorai; W. Holly, Anderson’s Bay Road, Dunedin; John Cunningham, Tyne Street, Oamaru; R. Riddle, Palmerston South; James Diack, Palmerston; William M’Dougall, Waikouaiti; J. H. Rochfort, Evansdale; William Chalmers, Lawrence; R. Campbell, East Taieri; A. Campbell, Lawrence; George Cokers, Waikouaiti; Glaister and Carey, Market Street, Dunedin; T. Hendrich, Parkside, Caversham; George B. Aitken, Alexandra; Ball and Son, Naseby; M. H. Behrens, Cromwell; A. Campbell, Stirling; James Clark, Balclutha (hereinafter called “the employers”).

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, 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 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 observe 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 the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 30th day of September, 1901, and shall continue in force until the 30th day of September, 1903.

In witness whereof the seal of the Court of Arbitration hath been hereto put and affixed, and the President of the Court hath hereunto set his hand, this 26th day of August, 1901.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

1. *Hours of Labour.*—Three classes of labour shall be recognised : Journeymen—namely, persons who have worked constantly for five years at any of the recognised branches of the trade ; journeymen who, on account of youth, infirmity, old age, or any other reason, are not fully competent, and are unable to earn the wage mentioned in clause 3 ; and apprentices.

2. The week's work to consist of forty-eight hours.

3. *Rate of Pay.*—All journeymen coachworkers and wheelwrights shall be paid not less than 1s. 3d. per hour.

4. *Overtime.*—Overtime shall commence at the expiry of the ceasing-hour customary in the shop, and shall be paid at the following rates : Time and a quarter for the first three hours, and time and a half afterwards ; and on New Year's Day, 2nd January, Good Friday, Easter Monday, Labour Day, the King's Birthday, Christ-

mas Day, and Boxing Day, which are the recognised holidays. Double time on Sundays. Casual holidays, whether taken by the trade generally or by individuals, shall be made up before overtime is earned. Any time in any one week lost through the default of the workman shall be deducted from any overtime earned during that week.

5. *Apprentices.*—All boys working at any branch of the trade shall serve as apprentices for the term of five years before receiving a certificate of competency, and an employer shall be bound to give such a certificate in a proper case; but any boy so employed shall be allowed six calendar months' probation prior to commencing to serve, such time to be counted as part of the five years.

6. One apprentice to be allowed to every three journeymen or fraction of three in wood-shop, paint-shop, trimming-shop, and smith's shop. Each apprentice in smith-shop after serving three years shall be entitled to a fire. No limit is placed on the number of labourers employed, provided they are strictly confined to the work of labourers.

7. For the purpose of determining the proportion of apprentices to journeymen, in taking any new apprentices the calculation shall be based upon a two-thirds full-time employment of journeymen employed during the previous twelve months.

8. Arrangements between employers and boys existing at the present time under verbal agreement shall not be prejudiced, provided the boys be placed on the footing of apprentices under this agreement for the remainder of their term of apprenticeship.

9. *Pieceworkers.*—Piecework shall not be allowed.

10. *Preference.*—Members of the Otago Coachworkers and Wheelwrights' Union to be employed in preference to non-members; when members and non-members are employed both shall work together in harmony, and receive equal pay for equal work. This clause shall not oblige any employer to discharge a non-member from his existing service.

11. This agreement shall not apply to Messrs. Reid and Gray, save only with respect to their wood-shop.

12. All disputes arising out of matters dealt with in this agreement shall be referred to a committee consisting of an equal number of delegates appointed by the union and the employer respectively, and in case of difference shall be decided by the Chairman of the Conciliation Board, whose determination shall be in writing, and shall be final.

The foregoing paragraphs numbered from 1 to 12 (both inclusive) embody the terms, conditions, and provisions referred to in the foregoing award, and are thereby and hereby declared to be incorporated in and to form part thereof.

In witness whereof the seal of the Court of Arbitration of New Zealand hath been hereunto put and affixed, and the President of the Court hath hereunto set his hand, this 26th day of August, 1901.

THEO. COOPER, J., President.