

(8197.) OTAGO AND SOUTHLAND MOTOR MECHANICS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Dunedin Branch of the Amalgamated Engineering Union and Allied Trades' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

Aitken, J. A. S., Motor-garage, Mersey Street, Gore.
Appleby, R. H., Motor-garage, Kurow.
Ball and Walker, Engineers, Leven Street, Invercargill.
Barnett, F., Motor-garage, King Edward Road, South Dunedin.
Bath and Sons, J., Motor Engineers, Yarrow Street, Invercargill.
Boaden and Clark, Motor Engineers, Thames Street, Oamaru.
Caldwell, C. L., Motor-garage, Omakau.
Cameron and Co., Motor-garage, Outram.
Carters Motors, Moray Place East, Dunedin.
Challenge Motor-garage, Nightcaps.
Cole Bros., Motor Engineers, Winton.
Collis and Co., R. J., Motor-garage, Thames Street, Oamaru.
Cooke, Howlson, and Co. (Limited), Motor Engineers, Hanover Street, Dunedin.
Cormack and Pettigrew, Motor Engineers, Mersey Street, Gore.
Cossens and Black (Limited), Motor Engineers, Crawford Street, Dunedin.
Dale, E. G., Motor-works, Owaka.
Davidson and Gillies, Moray Place, Dunedin.
Davies and Prentice, Motor Engineers, Dee Street, Invercargill.
Davis, J., Motor Engineer, Main Street, Tuatapere.
Dawes and Taylor, Motor-garage, Riversdale.
De Beer, S., Motor Engineer, Castle Street, Dunedin.
Dewar, W., Motor-garage, Thames Street, Oamaru.
Dunedin City Corporation, Dunedin.
Earl, A., Motor-car Proprietor, Roxburgh.
Eccles, Downes, and Walker, 340 King Street, Dunedin.
Edendale Motor-garage, Edendale.
Fitzgerald, F., Motor Engineer, Tuatapere.
Ford Motors (Limited), Hope Street, Dunedin.
Gillies, G. T., Motor-garage, Thames Street, Oamaru.
Gordon, J., Motor-garage, Palmerston.
Green, J., jun., Motor Engineer, Riversdale.
Gullick, J., Motor Engineer, Park Street, Winton.
Hesson, H., Motor-garage, Alexandra.
Hislop and Gibson, Motor-garage, Balclutha.
Hunter Bros. and Rice, Motor-garage, Wyndham.
Hutton and Holland, Premier Garage, Medway Street, Gore.

Invercargill Tourist Company, Leet Street, Invercargill.
 Jenkins, H. J., Motor-garage, Thames Street, Oamaru.
 Johnston Bros., Motor Engineers, 18 Gore Street, Bluff.
 Jones and Co., D. R., Motor-garage, Lawrence.
 Jones, D., Motor-garage, Waipiata.
 Justice and Co. (Limited), W. A., Motor-garage, Princes Street, Dunedin.
 Kean and Weddell, Motor-garage, Balclutha.
 Kent and Sons, E. S., Motor Engineers, Leet Street, Invercargill.
 Kurow Motor Garage and Service Company (Limited), Kurow.
 Leekie, J. G., Motor-garage, Milton.
 Lister, E., Motor-garage, Wyndham.
 McArthur, A., Motor-garage, Balaclava Street, Wyndham.
 McBride and Whitaker, Motor-garage, Thames Street, Oamaru.
 McCulloch, W. J. P., Motor-garage, Stuart Street, Dunedin.
 McKinnon, J. A., Motor Engineer, Riverton.
 Maddox and Watson, South End Motor-garage, Crawford Street, Dunedin.
 Maider and Barr, Cumberland Street, Dunedin.
 Mataura Motor-garage, Main Street, Mataura.
 Maude Bros., Motor-garage, Oamaru.
 Metzger, Neil, Motor Engineer, Winton.
 Middlemarch Motor-garage, Middlemarch.
 Millis and Son, Moray Place, Dunedin.
 Milton Motor and Cycle Company, Milton.
 Mosgiel Motor and Engineering Company, Mosgiel.
 Mount Cook Motor Company (Limited), Queenstown.
 North Otago Farmers' Co-operative Association (Limited), Coquet Street,
 Oamaru.
 Olds, W. J., Motor-garage, Cromwell.
 Otautau Garage, Otautau.
 Palmer and Lyall, Motor Engineers, Leet Street, Invercargill.
 Partel and Boag, Motor-garage, Carroll Street, Dunedin.
 Peat and Co., A. (Limited), Motor-garage, Leet Street, Invercargill.
 Premier Motor-garage, Medway Street, Gore.
 Premier Motor-garage, Nightcaps.
 Price, W., Motor-garage, Eye Street, Invercargill.
 Raines and Kincaid, Motor Engineers, Winton.
 Reliance Motor-garage, 13 Deveron Street, Invercargill.
 Roberts and Sons, Motor-garage, King Street, Dunedin.
 Russell and Co., A., Motor Engineers, Dee Street, Invercargill.
 Scott, J. and A. P., Motor-garage, Leith Street, Dunedin.
 Shiel, C. and W., Motor-garage, Stafford Street, Dunedin.
 Sleeman, H., Motor Engineer, River Street, Mataura.
 Small, D. A., Motor Engineer, Leven Street, Invercargill.
 Smart, R., Motor-garage, Clyde.
 Smith and Co., A., Motor-garage, Ranfurly.
 Stedman, S. R., Motor-garage, Princes Street, Dunedin.
 Stevenson, J. K., Motor-garage, Waianiwa.
 Stewart, D., Motor-garage, Lawrence.
 Stone, W., Motor Engineer, 61 Herbert Street, Invercargill.
 Tattersfield, J. H., Motor Engineer, 206 Dee Street, Invercargill.
 Taylor, T. R., Dee Street, Invercargill.
 Thomas, J. H., Motor-garage, Otautau.
 Todd Bros. (Limited), Motor-garage, Balclutha.
 Todd Bros. (Limited), Motor-garage, Cromwell.
 Todd Bros. (Limited), Motor-garage, Dee Street, Invercargill.
 Todd Bros. (Limited), Motor-garage, High Street, Dunedin.
 Todd Bros. (Limited), Motor-garage, Mersey Street, Gore.
 Todd Bros. (Limited), Motor-garage, Ranfurly.
 Todd Bros. (Limited), Motor-garage, Roxburgh.
 Trillo, C. S., Motor Engineer, Dee Street, Invercargill.

Vickery, P. H. (Limited), Motor-garage, Tay Street, Invercargill.
 Wallace Motor and Tourist Company (Limited), Otautau.
 Warren, J. F., Motor-garage, Palmerston.
 Watson and Lawrie, Motor-garage, Tuatapere.
 Watts and Grieve, Esk Street, Invercargill.
 Webbing, Keith, Castle Street, Dunedin.
 Wilson and Fraser, Dee Street, Invercargill.
 Wimpenny Bros. and Reid Company (Limited), Motor-garage, Moray
 Place, Dunedin.
 Woods and Co., G. W., Motor-garage, Dee Street, Invercargill.
 Woods and Co., G. W., Motor-garage, Gore.
 Woods and Co., G. W., Motor-garage, Winton.
 Wright, H., Motor-garage, Mosgiel.
 Wright, Stephenson, and Co. (Limited), Tweed Street, Invercargill.
 Wylie Bros., Motor-garage, Tapannui.
 Wyndham Motor-garage, Wyndham.

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 as hereinafter provided, and shall continue in force until the 6th day of October, 1926, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 11th day of May, 1925.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Classification of Labour.

1. (a.) Four classes of labour shall be recognized—viz., journeymen, apprentices, assistants, and under-rate workers.

(b.) "Journeyman" shall include turners, fitters, motor electricians, and motor-car mechanics.

(c.) For the purpose of this award a "motor electrician" is a journeyman competent to undertake the repair and upkeep of the whole electrical equipment of a motor-car.

(d.) For the purpose of this award a "motor-car mechanic" is a journeyman who has served five years at the motor trade in the repair or construction of motor-cars or motor-cycles, or in the upkeep of motor-cars or motor-cycles, and plant and machinery necessary thereto.

Hours of Work.

2. (a.) Forty-four hours shall constitute an ordinary week's work. Eight hours shall be worked on five days of the week and four hours on one day of the week.

(b.) The hours of commencing and ceasing work shall be mutually arranged in each establishment between the hours of 7.30 a.m. and 5.30 p.m. on five days of the week, with a break of not more than one hour for lunch, and 7.30 a.m. and noon on one day of the week.

Wages.

3. (a.) The minimum rate of wages for journeymen shall be 2s. 2d. per hour.

(b.) Workers who are employed at oxy-acetylene and electric welding shall be paid 1s. per day extra while so employed.

Overtime.

4. (a.) All work done in excess of the hours mentioned in clause 2 hereof shall count as overtime, and shall be paid for at the rate of time and a half for the first three hours, and thereafter double time up to the ordinary time for commencing work next morning if worked continuously, with the exception of an interval for meals.

(b.) Workers required to commence work between the hours of 6 a.m. and the ordinary time for commencing work shall be paid at the rate of time and a half for such time.

(c.) No worker shall be required to work continuously for more than five hours without an interval for a meal.

(d.) No worker shall be required to work continuously for more than twenty-four hours, including meal-times, but may agree with his employer to work the following day subject to the payment of double ordinary rates for such following day's work.

(e.) Any worker having worked all day and who works on during the night and is granted an eight-hours break between the ordinary

time for ceasing work at night and commencing work next morning shall not be entitled to double rates for the following day.

Holidays.

5. (a.) Any work done on any of the following holidays shall be paid for at double-time rates: Sunday, 1st January, 2nd January, Good Friday, Easter Monday, King's Birthday, Labour Day, Christmas Day, Boxing Day, and Anzac Day.

(b.) If any of the above holidays is not generally observed in any locality as a holiday an employer may substitute any other day generally observed as a holiday in that locality.

Shop-attendants.

6. This award shall not apply to garage or shop attendants, salesmen or their assistants, or to those persons who may occasionally do simple road adjustments, or may work in connection with covers or tubes, washing, oiling, greasing, cleaning, or polishing, adjustment of lamps, or in packing or unpacking and assembling new cars or cycles (excluding engines); or to the driver of a car, although he may from time to time effect road repairs to the car or cars which he is employed to drive.

Outside Work.

7. (a.) For outside work beyond a one-mile radius from the employer's place of business the employer shall convey the worker or pay his fare both ways. When the worker is employed at such work that he is unable to return to his home at night, board and residence shall be provided at the employer's expense.

(b.) Travelling-time shall be paid for at ordinary rates, but not to a greater extent than eight hours in one day.

Piecework.

8. No piecework shall be allowed.

Apprentices and Assistants.

9. (a.) The proportion of assistants to journeymen shall not exceed one assistant to every journeyman employed and one to each working employer. For the purpose of determining the proportion of assistants to journeymen when engaging any new assistants the calculation shall be based on a two-thirds full-time employment of the number of journeymen employed for the previous six calendar months.

(b.) An assistant who has served five years at the trade shall be considered a journeyman and entitled to the wage of a journeyman.

(c.) An apprentice having served at least two years as an apprentice to fitting and turning in an engineering-shop and being transferred to the motor mechanic's trade shall have such service counted as part of the period of five years as prescribed in subclause (b) hereof.

(d.) The wages of assistants shall be as follows :—

	Per Week.		
	£	s.	d.
First year	0	15	0
Second year	1	2	6
Third year	1	10	0
Fourth year	1	17	6
Fifth year	2	5	0

(e.) Any assistant who at any time during his service obtains a certificate in Grade 1 of Mechanical Engineering of the City and Guilds of London Institute, or passes the annual examination of the local technical college as laid down by the Board of Governors for motor engineering, shall receive the sum of 5s. per week in addition to his ordinary wages.

(f.) Overtime for assistants : Time and a half for the first three hours and double time thereafter, but being not less than 9d. per hour in any case.

(g.) Assistants under eighteen years of age shall not be permitted to work overtime for more than six hours in any one week. Assistants over eighteen years of age and under twenty years of age shall not be permitted to work overtime more than ten hours in any one week.

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

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

(j.) 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.

(k.) All time lost by an assistant through his own default or sickness in any year of his employment shall be made up before such assistant shall be considered as having entered upon the next succeeding year of his employment, and the total period of his employment shall be extended by a period equivalent to such lost time ; but an assistant working overtime shall have such time added to his ordinary time in calculating the respective years of his employment.

(l.) An employer shall not be bound to pay an assistant for time lost through sickness or through the default of the assistant or by his voluntary absence from work with the consent of the employer.

(m.) No assistant shall be taken on under this award if over eighteen years of age when commencing his first year.

(n.) 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 the assistant or assistants in accordance with the provisions of this clause.

(o.) No employer shall engage an assistant after the date on which an order under the Apprentices Act, 1923, comes into operation in the industrial district; but no assistant then in employment shall be affected so long as he remains in the same employment, except as hereinafter provided.

(p.) Every employer who employs an assistant after the date on which this award comes into force shall be deemed to have undertaken to take such assistant as an apprentice from the date on which an Apprenticeship Order governing the conditions of apprenticeship in the trade shall come into operation in the industrial district, such apprenticeship to be in terms of the Apprentices Act, 1923, and of such order, but so that any time served as an assistant shall be included in the term of apprenticeship.

(q.) The obligation imposed by the preceding subclause (p) shall be discharged if the assistant shall be dismissed for misconduct or other good cause before he is apprenticed as aforesaid.

(r.) Nothing in the last preceding subclauses shall be deemed to prohibit the apprenticing of an assistant who was employed previously to the coming into force of this award, subject to such conditions (if any) as shall be determined by the Court or an Apprenticeship Committee.

Lockers.

10. Suitable lockers shall be provided for the safe-keeping of workers' clothes.

Meal-money.

11. When a worker is required to work overtime after 6 p m. he shall be allowed 2s. meal-money, provided he cannot reasonably go home for a meal.

Under-rate Workers.

12. (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.

Preference.

13. (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.

(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 9d. per week.

(c.) Employers when requested by the secretary of the union shall supply a list of the workers employed coming within the scope of this award. Such list need not be supplied more often than once in each month.

Accidents.

14. A St. John or similar compressed first-aid kit shall be kept in a convenient and accessible place in every works, also convenience for a supply of hot water at short notice.

Shop-steward.

15. Any employer coming within the scope of this award shall give recognition to any worker who is appointed as shop-steward.

Matters not provided for.

16. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer or a representative of the New Zealand Motor Trade Association acting in his behalf, the president or secretary of the workers' union, and the Conciliation Commissioner, who may decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written

notice of such appeal to the other party and the Commissioner within seven days after such decision shall have been communicated to the party desiring to appeal.

Scope of Award.

17. This award shall operate throughout the Otago and Southland Industrial District.

Term of Award.

18. This award in so far as it relates to wages shall be deemed to have come into force on the 29th day of December, 1924, 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 6th day of October, 1926.

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 11th day of May, 1925.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

This award embodies, without alteration, the recommendations of the Conciliation Council, which the parties agreed to accept.

[L.S.]

F. V. FRAZER, Judge.
