

OTAGO AND SOUTHLAND **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, 1925, and its amendments; and in the matter of an industrial dispute between the Otago and Southland Coachworkers and Wheelwrights' Industrial Union of Workers (hereinafter called "the union") and the undermentioned union, person, firms, and companies (hereinafter called "the employers") :—

Dunedin Coach and Motor-body Builders' Industrial Union of Employers, 491 Princes Street, Dunedin.

Andersons Motor Body Works, Ltd., 140 Crawford Street, Dunedin.
Bath and Sons, Ltd., Coachworkers, 33 Yarrow Street, Invercargill.
Checketts, W., and Sons, Leven Street, Invercargill.

Emslie and Flockton, Ltd., 491 Princes Street, Dunedin.

Gillies, G. T., Ltd., 184 Thames Street, Oamaru.

Little and Brown, 750 Princes Street, Dunedin.

Reid and Gray, Ltd., Burnside.

Russell, A., and Co., Ltd., Mersey Street, Gore.

Smellie, G. K., 229 Crawford Street, Dunedin.

THE Court of Arbitration (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 on the 13th day of December, 1948, and shall continue in force until the 13th day of December, 1949, 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 10th day of December, 1948.

[L.S.]

D. J. DALGLISH, Deputy Judge,
Acting as Judge of the Court.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to workers engaged in the designing, manufacture, assembly, renovation, or repair of tram-cars, motor-vehicles, horse-drawn vehicles, or farm implements.

Hours of Work

2. Forty hours shall constitute an ordinary week's work. Eight hours shall constitute an ordinary day's work. The working-hours shall be between the hours of 7.30 a.m. and 5 p.m. on five days of the week, from Monday to Friday inclusive.

Wages

3. The minimum rate of pay for journeymen wood-workers, painters, smiths, vice-men, panel-beaters, machinists, and trimmers shall be 3s. 9½d. per hour.

Assemblers shall be paid not less than 3s. 6½d. per hour.

An "assembler" is a worker engaged exclusively in assembling standardized parts of new vehicles and new implements, and shall use the following tools only to the extent required by such work: hammer, saw, paring chisel, gimlet, brace and bit, screw-driver, screw-driver bit, punch, file, cramp, and wrench.

Overtime

4. All time worked in any one day outside or in excess of the hours prescribed in clause 2 hereof shall be paid for at the rate of time and a half for the first three hours and at double time thereafter: Provided that on Saturday mornings four hours may be worked at the rate of time and a half.

Holidays

5. (a) The following holidays shall be allowed without deduction of pay: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and Anniversary Day or a day in lieu thereof.

(b) If any of the above holidays, except Anzac Day, falls on a Saturday, the holiday shall be observed on the next succeeding Monday. If any of the above holidays falls on a Sunday, it shall be observed on the next succeeding Monday. If any two consecutive holidays fall on Saturday and Sunday, they shall be observed on the next succeeding Monday and Tuesday respectively.

(c) Work performed on any of the holidays prescribed in subclause (a) hereof shall be paid for at double time rates in addition to the day's pay.

(d) Work performed on Sundays shall be paid for at double time rates.

(e) Holidays shall be allowed in accordance with the Annual Holidays Act, 1944.

Meal-money

6. Employers shall allow meal-money at the rate of 2s. 3d. per meal when workers are required to work after 6 p.m. on ordinary days or after noon on Saturdays.

General Conditions

7. (a) Wages shall be paid weekly not later than Thursday in the employer's time.

(b) Each employer shall keep a time and wages book or card system showing the name of each worker 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.

(c) Journeymen woodworkers and panel-beaters who provide the necessary tools for carrying out the work upon which they are employed shall be paid a tool allowance of 1d. per hour, which shall be paid in addition to the wage agreed upon between the employer and the worker. Alternatively to paying the tool allowance, the employer may supply such workers with tools necessary for such work: 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 employer shall provide the necessary drills for same; files and rasps shall be provided for the workers in all departments. Paint-brushes shall be provided for the workers in paint-shops. Assemblers shall be supplied by the employer with the necessary tools to carry out their work.

(d) Each worker shall be provided by the employer with two suits of overalls annually.

(e) Ten minutes' rest period shall be allowed morning and afternoon without deduction of pay.

(f) Facilities for the making of tea shall be available at meal-times and at the morning rest period.

(g) Wooden cradles shall be provided for workers required to work under vehicles.

(h) Lockers shall be provided for workers to hang and store their clothes.

Right of Entry

8. (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 employer shall, on request, but not oftener than once a month, notify the secretary of the union of the names of the workers in his employ covered by this award.

Workers to be Members of Union

9. (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

10. (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

11. 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

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

Term of Award

13. This award shall come into force on the 13th day of December, 1948, and shall continue in force until the 13th day of December, 1949.

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 10th day of December, 1948.

[L.S.]

D. J. DALGLISH, Deputy Judge,
Acting as Judge of the Court.

MEMORANDUM

The matters referred to and settled by the Court were as follows: wage-rates, holidays, claim for special payments for certain classes of work, rate of tools allowance, and term of award.

D. J. DALGLISH, Deputy Judge.

[End of Volume 48]