

## (5026.) CANTERBURY SHIFT ENGINEERS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury 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 Amalgamated Society of Engineers' (including Brass-finishers, Range-workers, Metal-workers' Assistants, Electrical Workers, Tinsmiths and Sheet-metal Workers, and Cycle-workers) Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Borthwick and Sons (Australasia) Limited, 94A Hereford Street, Christchurch.

Canterbury Frozen Meat Company (Limited), 178 Hereford Street, Christchurch.

Christchurch City Council, Council Chambers, Worcester Street, Christchurch.

Christchurch Tramway Board, Falsgrave Street, Christchurch.

New Zealand Refrigerating Company (Limited), 159 Hereford Street, Christchurch.

North Canterbury Sheep-farmers' Freezing Company (Limited), 106 Hereford Street, Christchurch.

Timaru Borough Council, Timaru.

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 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 11th day of November, 1918, and shall continue in force until the 11th day of November, 1920, 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 put and affixed, and the Judge of the Court hath hereunto set his hand, this 30th day of October, 1918.

T. W. STRINGER, Judge.

#### SCHEDULE.

##### *Hours of Work.*

1. (a.) Forty-eight hours shall constitute a week's work.
- (b.) Shifts to be arranged according to the exigencies of the trade.
- (c.) Shifts to revolve weekly or fortnightly.
- (d.) In the event of any breakdown in the plant or of any other emergency the chief engineer may recall any shift engineer to work in order to effect repairs or meet the emergency. Time so worked shall be paid for at ordinary rates, or equivalent time off allowed.

##### *Wages.*

2. (a.) The minimum rate of wages shall be £4 15s. per week.
- (b.) No shift engineer who is now in receipt of a wage higher than the above minimum shall have such wage reduced during his present employment.

##### *Annual Leave.*

3. Existing arrangements as to annual leave to be continued.

##### *Termination of Employment.*

4. Seven days' notice shall be given on either side.

##### *Conveniences for Washing and Dressing.*

5. Reasonable provision shall be made for washing and dressing, with separate lockers and facilities for obtaining boiling water.

##### *Accidents.*

6. A modern first-aid emergency case, fully equipped, shall be kept in a convenient and accessible place in or near the engine-room.

*Matters not provided for.*

7. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at then such dispute shall be referred to the local Conciliation Commissioner, who may either 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 within seven days after such decision shall have been communicated to the party desiring to appeal.

*Preference.*

8. (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 the foregoing 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 6d. per week.

(c.) Nothing herein contained shall prevent any employer from employing any person who is a member of the Marine Engineers' Institute as a watch or shift engineer although he is not and may not become a member of the union.

*Scope of Award.*

9. This award shall apply only to the employers specifically named herein, and to such other employers who may hereafter be joined as parties by order of the Court.

*Term of Award.*

10. This award shall come into force on the 11th day of November, 1918, and shall continue in force until the 11th day of November, 1920.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 30th day of October, 1918.

T. W. STRINGER, Judge.

## MEMORANDUM.

The Court has had some doubt as to whether, upon the material brought before it, it ought to make an award in this matter. As, however, the chief object of the dispute appeared to be to have a minimum rate of wages fixed for shift engineers, the majority of the Court decided to make an award in order to avoid the possibility of a further dispute being raised later on.

With regard to wages, these have been fixed at £4 15s. per week. With regard to hours of work provision has been made to meet the difficulties which, according to the evidence of the Engineer of the Tramway Board, sometimes arise in the case of emergencies.

The New Zealand Refrigerating Company applied to be struck out from the list of parties on the ground that the only shift engineers employed by them were members of their permanent staff and were not members of the union. This, however, is not a sufficient ground for excluding them from the operation of the award, which will not in any way interfere with or affect the provisions of the agreement already entered into between them and their engineers. If hereafter, during the currency of the award, the company engages shift engineers, there is no good reason why they, in common with other parties to the award, should not observe the provisions of the award.

T. W. STRINGER, Judge.