

(4897.) DUNEDIN CITY CORPORATION SHIFT ENGINEERS.—
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 Society of Engineers' (including Brass-finishers, Coppersmiths, and Range-workers, Cycle and Motor Mechanics, Tinsplate and Sheet-metal Workers) Industrial Union of Workers (hereinafter called "the union") and the Corporation of the Mayor, Councillors, and Citizens of the City of Dunedin (hereinafter called "the employer").

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 the employer by its 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 employer, 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 employer, 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 employer 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 as hereinafter provided, and shall continue in force until the 29th day of April, 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 22nd day of April, 1918.

T. W. STRINGER, Judge.

SCHEDULE.

Shift-hours.

1. A shift shall consist of eight hours. Day shift, 8 a.m. to 4 p.m.; afternoon shift, 4 p.m. to 12 p.m.; night shift, 12 p.m. to 8 a.m.

Overtime.

2. The existing practice in respect of overtime shall continue.

Hours.

3. A week shall consist of six days of eight hours.

Shifts shall revolve Weekly.

4. Shifts shall revolve weekly.

Number of Engineers.

5. Two engineers shall be engaged on each shift exclusive of the chief engineer.

Rating of Engineers.

6. Engineers shall be rated first, second, third, fourth, fifth, sixth, and seventh shift engineers exclusive of the chief engineer, who shall not be deemed a shift engineer.

Promotion.

7. Promotion according to length of service where ability is equal, provided that the engineer in charge shall be the sole judge of the qualifications of any member of the staff for promotion.

Annual Leave.

8. Three weeks, with full pay after one year's service.

Temporary Positions.

9. If the fourth or fifth engineer is called upon to take up temporarily a senior position he shall receive the wages due to such position.

Conveniences and changing Shifts.

10. Engineers shall be provided with dressing-room, lockers, facilities for washing, and boiling water. Engineers shall have the privilege of changing shifts with one another with the sanction of the chief engineer of the station.

Preference.

11. (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.

Wages.

12. The minimum wages shall be as follows: First shift engineer, £5 12s. 6d. per week; second shift engineer, £5 2s. 6d. per week; third shift engineer, £4 17s. 6d. per week; fourth shift engineer, £4 12s. 6d. per shift; fifth, sixth, and seventh shift engineers, £4 per week.

Term of Award.

13. This award shall come into force on the 29th day of April, 1918 (except as to clause 12, which shall operate as from the 3rd day of December, 1917), and shall continue in force until the 29th day of April, 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 22nd day of April, 1918.

T. W. STRINGER, Judge.

MEMORANDUM.

The only question submitted to the Court was as to the minimum rates of wages for the workers covered by this award, and these have been fixed by the Court at figures slightly in advance of those which the City Corporation was prepared to concede. In view of the skill required by the workers, and of the important and responsible duties which they have to perform, the Court is of opinion that it is in the public interests that every reasonable inducement should be given to such workers to remain in the service of the Corporation, and to so increase their efficiency by application and study that they may become qualified for preferment in the service when opportunity occurs. The award provides that the increased rates of wages shall be payable as from the 3rd December, which gives effect to the undertaking of the Council's representative that in the event of any increase being granted it should relate back to that date.

T. W. STRINGER, Judge.