

(5359.) DUNEDIN CITY CORPORATION SHIFT ENGINEERS (WAIPORI AND SUBSTATION ONLY).—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, Tinplate 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 from the 1st day of September, 1919, 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 August, 1919.

T. W. STRINGER, Judge.

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SCHEDULE.

Hours of Work.

1. (a.) Forty-eight hours shall constitute a week's work.
- (b.) Shifts shall be of eight hours each, as may be desired by a majority of the shift engineers, subject to the approval of the resident engineer in charge.
- (c.) Shifts shall revolve weekly or fortnightly according to arrangement.

Overtime.

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

Number of Engineers.

3. (a.) For Waipori Falls Power-station two engineers shall be engaged on each shift, exclusive of the resident engineer in charge.
- (b.) For Half-way Bush Substation one engineer shall be engaged on each shift, exclusive of the chief engineer.

Two engineers and one relieving engineer shall comprise the staff, exclusive of the chief engineer.

If the power of the station is increased or running machinery is installed three shift engineers shall be employed, exclusive of the chief engineer, in which case the engineers shall be employed exclusively in the substation.

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

Promotion.

4. Promotion according to length of service where ability is equal, provided that the City Electrical Engineer shall be the sole judge of the qualifications of any member of the staff for promotion.

Annual Leave.

5. (a.) Three weeks' annual leave shall be granted on full pay to each shift engineer.

(b.) In the event of an engineer leaving his situation before the completion of a year's service he shall receive remuneration as compensation for working on Sundays and statutory holidays as follows: For four months' service he shall receive one week's pay; for eight months' service he shall receive two weeks' pay.

Conveniences and Changing Shifts.

6. (a.) The existing practice in respect of conveniences shall be retained.

(b.) Engineers shall have the privilege of changing shifts with one another with the sanction of the resident electrical engineer.

Sick-leave.

7. The existing practice in respect of sick-pay shall continue.

Wages.

8. The minimum wages shall be as follows:—

(a.) Waipori Falls Power-station: 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 week; all other shift engineers, £4 per week.

(b.) Half-way Bush Substation: All shift engineers, £4 17s. 6d. per week.

(c.) To each of the above-mentioned workers provided for in subclauses (a) and (b) of this clause there shall be paid a bonus of 5s. per week unless and until the Court shall otherwise order.

Accidents.

9. A modern first-aid emergency case, fully equipped, shall be kept in a convenient place in or near the power-house

Preference.

10. (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.

Scope of Award.

11. This award shall operate throughout the Otago and Southland Industrial District, but shall apply only to the parties named herein except by order of the Court.

Term of Award.

12. This award shall come into force on the 1st day of September, 1919, 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 August, 1919.

— T. W. STRINGER, Judge.

MEMORANDUM.

By this award the Court has placed the shift engineers at the Waipori Falls Power-station and its substation on the same footing as the same class of employees engaged at the converter-station. The Court has also made the award expire contemporaneously with the award covering the converter-station staff, in order that in any subsequent application to the Court the whole staff at both stations may be dealt with under the one award.

As the staff of the Invercargill Borough are salaried officers it is clear that the Court has no jurisdiction to deal with them, and the Invercargill Borough Council is therefore not joined as a party.

T. W. STRINGER, Judge.