

(6021.) GISBORNE AND POVERTY BAY SHIFT ENGINEERS
(FREEZING-WORKS AND POWER-HOUSES).—AWARD.

In the Court of Arbitration of New Zealand, Northern 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 Gisborne Branch of the Amalgamated Society of Engineers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Gisborne Borough Council, Gisborne.

Gisborne Harbour Board, Gisborne.

Gisborne Sheep-farmers' Frozen-meat Company (Limited),
Gisborne.

Nelson Bros.' Freezing Company (Limited), Taruheru, Gis-
borne.

Poverty Bay Farmers' Meat Company (Limited), Waipaoa.

Tokomaru Sheep-farmers' Freezing Company (Limited),
Tokomaru Bay.

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 5th day of July,

1920, and shall continue in force until the 27th day of April, 1921, 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 June, 1920.

T. W. STRINGER, Judge.

SCHEDULE.

SECTION I.

For any work coming within the scope of the General Engineering award for the time being in force in the Northern Industrial District the above-mentioned employers shall be bound by and conform to the provisions of the said award as to (1) wages, (2) overtime rates, (3) rates for Sundays and holidays, but they are exempt from the other provisions of the said award.

SECTION II. — SHIFT ENGINEERS IN POWER-HOUSES AND FREEZING-WORKS.

Hours of Work.

1. Forty-eight hours shall constitute a week's work, to be worked in six shifts of eight hours each.

Overtime.

2. (a.) All time worked in excess of the hours mentioned in clause 1 hereof in any one day shall (subject as hereinafter mentioned) be paid for at the rate of time and a half for the first three hours, and thereafter double time.

(b.) Should any shift engineer be required to work on a Sunday (other than a Sunday which is included in his shifts) he shall be paid double time for all time worked.

(c.) In the event of any breakdown in the plant or of any like emergency the chief engineer may recall any shift engineer to work in order to effect repairs or meet the emergency, and time so worked shall be paid for at ordinary rates or equivalent time off allowed.

Wages.

3. The minimum rate of wages shall be £6 per week.
4. Existing arrangements as to annual leave to be continued.

Termination of Employment.

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

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.

Preference.

7. (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.

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

Term of Award.

9. This award shall come into force on the 5th day of July, 1920, and shall continue in force until the 27th day of April, 1921.

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 June, 1920.

T. W. STRINGER, Judge.

MEMORANDUM.

In this award the Court, by a majority, decided that the employers cited should, as regards their employees who are engaged in engineering-work, be bound by the General Engineers' award only so far as the provisions of that award relate to wages, overtime rates, and Sundays and holidays, thus putting such employers on the same footing as other similar employers in other parts of the industrial district. Leave is, however, reserved to the union to reopen the matter if it thinks fit to do so after the question as to the partial exemption of such employers has been reconsidered in Auckland.

The Court has made an award as to shift engineers in power-houses and freezing-works, but has not attempted to deal with engineers engaged on lightering-work, as it did not consider it had sufficient material to enable it to do so, the work being of a special character.

T. W. STRINGER, Judge.