

(6769.) CANTERBURY INDUSTRIAL DISTRICT 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 Christchurch Branch of the Amalgamated Society of Engineers' Industrial Union of Workers, including Fitters, Turners, Seagoing Engineers, Patternmakers, Millwrights, Brass-finishers (employed in Engineering and Shipbuilding Trades), Motor Mechanics, Blacksmiths (other than Farriers), Coppersmiths, Rangemakers, Polishers, Grinders, Body-fitters, Strikers, Boilermakers' Assistants and Moulders' Assistants, Machinists' Furnacemen and Labourers employed in the Metal Industry, and Cycleworkers and Electrical Workers (Shift Engineers' Section), (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):

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

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

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

Christchurch Tramway Board, Cathedral Square, Christchurch.

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

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

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 as hereinafter provided, and shall continue in force until the 21st day of February, 1923, 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 hereto set his hand, this 15th day of April, 1921.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

*Hours of Work.*

1. (a.) Forty-eight hours shall constitute a week's work.
- (b.) Shifts shall be arranged according to the exigencies of the trade.
- (c.) Shifts shall 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 to meet the emergency. Time so worked shall be paid for at ordinary rates, or equivalent time allowed off within ten days if desired by the employee.

*Wages.*

2. (a.) The minimum rate of wages shall be £6 10s. per week.
- (b.) No shift engineer who is now in receipt of a wage higher than the above minimum shall have such a wage reduced during his present employment.
- (c.) The rate for each of the workers provided for in sub-clause (a) of clause 2 of the award is a basic wage, and incorporates all bonuses granted by the Court up to the date of this award.

*Annual Leave.*

3. Existing arrangements as to annual leave shall 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.

*Dirty Work.*

7. When shift engineers are on dirty work overalls shall be provided for such work. Dirty work means work done at back end of boilers or in combustion-chambers.

*Matters not provided for.*

8. 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.*

9. (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.

#### *Under-rate Workers.*

10. (a.) Any worker who considers herself 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 Factories 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.

*Scope of Award.*

11. This award shall apply to the employers specially named herein in the Canterbury Industrial District, and to such other employers who may hereafter be joined as parties by order of the Court.

*Term of Award.*

12. This award so far as relates to wages shall come into force on the 21st day of February, 1921, and so far as all the other conditions of this award are concerned it shall come into force on the date hereof; and this award shall continue in force until the 21st day of February, 1923.

In witness whereof the seal of the Court of Arbitration of New Zealand hath hereto been affixed, and the Judge of the said Court hath hereunto set his hand, this 15th day of April, 1921.

[L.S.]

F. V. FRAZER, Judge.

## MEMORANDUM.

This award embodies without alteration the recommendations of the Conciliation Council, which the parties agreed to accept.

[L.S.]

F. V. FRAZER, Judge.