

**CHRISTCHURCH LOCAL BODIES' SHIFT ENGINEERS.—AWARD**

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Engineering, Coachbuilding, Aircraft, and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the undermentioned Council and Boards (hereinafter called “the employers”) :—

Christchurch City Council, Christchurch.

Christchurch Drainage Board, Christchurch.

Christchurch Tramways Board, Christchurch.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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 a penalty as by law provided shall be 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 1st day of July, 1949, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 3rd day of February, 1948.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Hours of Work*

1. (a) A<sup>u</sup> week's work shall consist of forty hours averaged over the period of the shift roster.

(b) Shifts shall be arranged and shall revolve according to the requirements of the work.

#### *Overtime*

2. In the event of a breakdown in the plant, or 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 time and a half rates for the first three hours and double time thereafter in any one day.

#### *Wages*

3. (a) The minimum rate of wages for shift engineers shall be £477 15s. per annum.

(b) (i) Substation attendants employed at the City Council main substation in Armagh Street shall be paid £422 10s. per annum.

(ii) Power-station attendants employed at the Tramway Board power-station shall be paid £422 10s. per annum.

Provided a shift engineer shall be on each shift; but if an attendant takes charge of a shift he shall be paid the shift engineer's rate.

(c) No worker who is now in receipt of a wage higher than the above shall have such wage reduced during the period of this award.

(d) The foregoing annual salaries include any payment that may be called for by the Factories Act and its amendments for work done on Saturdays, Sundays, and statutory holidays.

(e) In recognition of the fact that the total holidays per annum received by ordinary day-workers has increased during past years, and whereas the total holidays per annum received by shift-workers covered by this award has remained the same, a special allowance of six days' pay per annum, in addition to the wages specified in this clause, shall be paid to such shift-workers in lieu of additional holidays, or, alternatively, at the option of the employer, six days may be added to the annual holiday.

#### *Annual Leave*

4. (a) Three weeks' annual leave on full pay shall be granted each year after one complete year of service.

(b) All workers shall receive proportionate holiday allowance if and when their employment is determined.

(c) Annual leave shall be mutually arranged as near to the Christmas holidays as possible.

#### *Termination of Employment*

5. Except in case of dismissal for misconduct, one month's notice shall be given on either side.

#### *Conveniences for Washing and Dressing*

6. Reasonable provision shall be made for washing and dressing, with separate lockers and facilities for obtaining hot water. The above facilities shall be in accordance with the Factories Act and its amendments.

#### *Accidents*

7. 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*

8. When shift engineers are on dirty work, overalls shall be provided for such work. Dirty work means work done at the back end of the boilers, or in combustion chambers, or overhaul work on Diesel engines.

#### *Matters not provided for*

9. 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 notice in writing of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

#### *Workers to be Members of Union*

10. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this award to employ or to continue to

employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union commits a breach of this award, and shall be liable accordingly.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

#### *Scope of Award*

11. This shall apply only to the parties named herein.

#### *Term of Award*

12. This award, in so far as it relates to wages, shall be deemed to have come into force as from the commencement of the first pay period commencing on or after the 1st day of January, 1948, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 1st day of July, 1949.

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 3rd day of February, 1948.

[L.S.]

A. TYNDALL, Judge.

#### MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

A. TYNDALL, Judge.

CHRISTCHURCH LOCAL BODIES' **SHIFT ENGINEERS.**—  
 AMENDMENT OF AWARD

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the Christchurch Local Bodies' Shift Engineers' award, dated the 3rd day of February, 1948, and recorded in 48 Book of Awards 28.

UPON reading the joint application of the parties for amendment of the Christchurch Local Bodies' Shift Engineers' award, dated the 3rd day of February, 1948, and recorded in 48 Book of Awards 28, the Court, in pursuance and exercise of the powers vested in it by section 92 (1) (c) of the Industrial Conciliation and Arbitration Act, 1925, and of every other power in that behalf thereunto enabling it, and with the consent of the parties, doth hereby order as follows:—

1. That the said award shall be amended by deleting subclauses (a) and (b) of clause 3 (Wages), and substituting therefor the following subclauses:—

“(a) The minimum rate of wages for shift engineers shall be £500 per annum.

“(b) (i) Substation attendants employed at the City Council main substation in Armagh Street shall be paid £442 per annum.

“(ii) Power-station attendants employed at the Tramway Board power-station shall be paid £442 per annum.

“Provided a shift engineer shall be on each shift; but if an attendant takes charge of a shift he shall be paid the shift engineer's rate.”

2. That this order shall come into force on the day of the date hereof.

Dated this 10th day of November, 1948.

[L.S.]

A. TYNDALL, Judge.