

(10565.) OTAGO TEA-ROOMS AND RESTAURANT EMPLOYEES.—
AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Otago Hotel, Restaurant, and Boardinghouse Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

- Aitken, H., 8 Pine Hill Terrace, North-east Valley, Dunedin.
 Armstrong, G. F., 5 George Street, Dunedin.
 Barling, P., Savoy Co., Ltd., Moray Place West and 16 Princes Street, Dunedin.
 Bloy, F. J., 85 High Street, Dunedin.
 Barry, J., Cafe-proprietor, George Street, Dunedin.
 Brown Owl Cafe (N. A. Sutton), 147 Rattray Street.
 Carroll, E., Maxim's Ltd., 132 High Street, Dunedin.
 Crawford, J. and M., 36 Princes Street, Dunedin.
 Dalliesi, P., Best Cafe, 271 Stuart Street, Dunedin.
 Duckworth, Mrs. C., 204 Princes Street, Dunedin.
 Duckworth, R. F., 600 Cargill Road, South Dunedin.
 Dunford and Mullin, Elite Tea-rooms, 34 Princes Street, Dunedin.
 Eberhardt, F. W., Stock Exchange Tea-rooms, Princes Street, Dunedin.
 Ellison, G., 389 Moray Place, Dunedin.
 Fairley, J. T., Cecil Cafe, 107 Princes Street, Dunedin.
 Farry, W., 13 Manse Street, Dunedin.
 Findlay, N., Pacific Restaurant, 173 Rattray Street, Dunedin.
 Ford, M., Portobello.
 Gwyn, M., Portobello.
 Greaves, R. M., Gordon Road, Mosgiel.
 Garstang, E. G., and Blyth, M. B., 188 George Street, Dunedin.
 Hackett, P. J., Rialto Tea-rooms, 136 Rattray Street, Dunedin.
 Heffernan, C., Hillside Dining-rooms, Cargill Road, Dunedin.
 Helmkey, J., and Son, 231 George Street, Dunedin.
 Hutchison, S., 156 Stuart Street, Dunedin.
 Hunt, W. V., Kia Ora Tea-rooms, High Street, Dunedin.
 Jack, D., Brown House, Upper Junction, Normanby.
 Jacobs, M., Rainbow Dining-rooms, corner of St. Andrew and George Streets, Dunedin.
 Johnston, B., Cafe Vedic, Ltd., 55 Princes Street, Dunedin.
 Johnstone, M., Green Parrot Dining-rooms, Princes Street, Dunedin.
 K., O., O.K. Cafe, Ltd., 121 George Street, Dunedin.
 Lake, W. J., 36 Dowling Street, Dunedin.
 Macdonald, D., 60 Tomahawk Road, Anderson's Bay.
 Macdonald, L. E., Broadway Cafe, Broadway, Dunedin.
 McKenzie, C., Hydro Tea-rooms, St. Clair, Dunedin.
 McLaren, J. G., Rio Grande Restaurant, 39 Princes Street, Dunedin.
 Martin, Mrs. S., Gordon Road, Mosgiel.
 Morris, E. T., Cargill's Castle Tea-rooms, St. Clair, Dunedin.
 Munro, Mrs., Highcliff Road, Anderson's Bay, Dunedin.
 Munro, A. J., Majestic Cafeteria, 90 Princes Street, Dunedin.
 Munro, A. J., Brown's Cafeteria, Ltd., 87 George Street, Dunedin.
 Munro, M., Garrick Tea-rooms, 118 George Street, Dunedin.
 Murray, Mrs. E. C., 76 Victoria Road, Dunedin.
 Paxton, G. S., Tea-rooms, Highcliff, Otago Peninsula, Dunedin.
 Peake and Glover, 12 Carroll Street, Dunedin.

- Perrin, Mr. and Mrs. W., R.S.A. Dining-rooms, Moray Place, Dunedin.
 Potts, Mrs. C., The Brown House, Upper Junction, Dunedin.
 Proctor, G., 23 Minto Street, Anderson's Bay.
 Pryor, Mrs. E. L., Vaclause Tea-rooms, Higholiff Road, Anderson's Bay, Dunedin.
 Rewcastle and Cook, Excella Tea-rooms, 55 George Street, Dunedin.
 Ritz Ltd. (R. McKenzie), 95 Princes Street, Dunedin.
 Soumaras, C., 234 Princes Street, Dunedin.
 Strand Salon (F. F. Green, Manager), 554 George Street, Dunedin.
 Strand Tea-rooms Co. (F. J. Green, Manager), 3 Princes Street, Dunedin.
 Sheddon, J. C., Exclusive Tea-rooms, Evening Star Buildings, Stuart Street, Dunedin.
 Sykes, Mrs. A., 19 North Road, North-east Valley, Dunedin.
 Tabor, C., Bon Cafe, 281 Stuart Street, Dunedin.
 Thomson, T. F., 341 George Street, Dunedin.
 Tomkins, G., 137 King Edward Street, South Dunedin.
 Wardlaw, Misses A. and M., 4 North Road, North-east Valley.
 Winkel, M., Dominion Cafe, 11 George Street, Dunedin.
 Winter, T. R., 221 King Edward Street, South Dunedin.
 West, Mrs. M., 303 George Street, Dunedin.
 Wooton, J. B., 161 King Edward Street, South Dunedin.
 Wills, G. J., 47 Princes Street, Dunedin.

Oamaru.

- Bartrum and Co. (F. J. Browne, Manager), 59 Thames Street, Oamaru.
 Budd, W. H., Burlington Tea-rooms, Thames Street, Oamaru.
 Crombe, Mrs. S. W., 150 Thames Street, Oamaru.
 Chaleroft, James, 9 Itchen Street, Oamaru.
 Herron, D., Waitaki Hydro.
 Jackson, C. C., 9 Avon Street, Oamaru.
 O'Sullivan, Mrs. Rosina, Empire Cafe, 39 Thames Street, Oamaru.
 Presland, Mrs. Jane, Thames Street, Oamaru.
 Whitaker, D. H., Thames Street, Oamaru.
 Willetts, M., 163 Thames Street, Oamaru.
 Williams, W. G., Thames Street, Oamaru.

Country Districts.

- Anderson, James, Milton.
 Cowdrey, Henry, Coffee Palace and Dining-rooms, Owaka.
 Clancy, Miss M., Ranfurly.
 Davies, George H., Queenstown.
 Duff, Robert, Tapanui.
 Davy, Mrs. J. F., Cromwell.
 Duff, A., Clyde Street, Balclutha.
 Duncan, Mrs. B., Tea-rooms, Alexandra.
 Frew Bros., Gordon Road, Mosgiel.
 Gold, J., and Sons, Balclutha.
 Gribben, R., Balclutha.
 Henderson, T. D., Roxburgh.
 Hodson, Miss E. M., Roxburgh.
 Kellas, Miss A., Omakau.
 McCormack, Mrs. R. S., Balclutha.
 McDougal, C. F., Cardrona.
 McEwan, Mrs., Kaitangata.
 McGillivray, D., Motorist Refreshment Rooms, Milton.
 McGregor, Alex., Motorist Tea-rooms, Palmerston.
 McLaren, Miss A., Balclutha.
 Martin, Miss Sarah, Gordon Road, Mosgiel.

Mercer, J. and W., Roxburgh.
 Mitchell, J., Waitaki Hydro, Waitaki.
 Mulholland, Misses A. and M., Queenstown.
 Newson, R. W., Clyde Street, Balclutha.
 O'Leary, Mrs. H. J., Lawrence.
 Parkes, Mrs. M., Hillgrove.
 Petterson, Mrs. S. B., and Miss, Queenstown.
 Porter, Miss J., 22 George Street, Port Chalmers.
 Powley, A. E., Union Street, Milton.
 Purton, Mrs. M. M., Omakau.
 Sinclair, Mrs. Jean, Balclutha.
 Souter, John, Gordon Road, Mosgiel.

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 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 from the 4th day of December, 1933, and shall continue in force until the 4th day of December, 1934, 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 27th day of November, 1933.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. (a) Forty eight hours shall constitute a week's work, and not more than ten hours shall be worked on any day without payment of overtime.

(b) Except in special circumstances, workers shall not be brought back to work after their day's work is finished until after an interval of at least ten hours, and workers shall be paid at the rate of time and a half on full pay for the time by which such interval is curtailed. "Full pay" means cash wages plus the amount allowed for board and lodging as hereinafter provided.

(c) No female shall be employed after the hour of 10.30 p.m.

Holidays.

2. (a) The working-hours above prescribed shall be worked within six days only in each week. For the purpose of this clause "week" shall mean each period of seven days, the first of such to commence on the day of the worker commencing his or her employment.

(b) One full day's holiday of twenty-four consecutive hours shall be allowed each worker covered by this award, and so far as the exigencies of the business will reasonably permit, each worker respectively shall receive his or her holiday on the same day in each week.

(c) Workers covered by this award shall be allowed, in addition to the full day's holiday herein prescribed, a half-holiday in each week from the hour of 2 p.m.

Wages.

3. The following shall be the weekly minimum rates of wages for the following classes of workers :—

<i>Cooks :—</i>	Males.			Females.		
	£	s.	d.	£	s.	d.
(a) Where one cook is employed ..	2	2	0	1	17	6
(b) Where two cooks are employed—						
Chief cook	2	18	0	2	10	0
Second cook	2	2	0	1	15	0
(c) Where three or more cooks are employed—						
Chief cook	3	18	0	3	10	0
Second cook	2	10	0	2	5	0
Third cook and others ..	2	0	0	1	12	0

Kitchen Hands and Pantrymen :—

(d) Males without previous experience : First six months, 17s. 6d. ; second six months, £1 7s. 6d. ; thereafter, £1 18s.

(e) Females without previous experience : First six months, 15s. ; second six months, £1 2s. 6d. ; thereafter, £1 10s.

(f) For the purpose of this clause a worker shall be deemed to be a kitchen hand if he or she is employed in preparing vegetables to be cooked, attending to boilers and kitchen fires, cleaning or washing plates, dishes, or cooking-utensils, serving sweets, or in any other operation connected with the business of the kitchen. All other workers employed in or about the kitchen shall be deemed to be cooks.

Dining-room and Others :—

(g) Males without previous experience : First six months, £1 2s. 6d. ; second six months, £1 12s. 6d. ; third six months, £1 19s. 6d.

(h) Females without previous experience : First six months, 15s. ; second six months, £1 ; third six months, £1 5s. ; thereafter, £1 10s.

(i) Laundress, £1 10s.

(j) Workers with less than twelve months' experience in the case of kitchen hands and pantrymen, and those with less than eighteen months' experience in the case of workers in the dining-room and others as set out above may be employed in the proportion of one such worker to every two or fraction of the first two senior workers in that department in receipt of the minimum wage. The period of probation need not be served continuously or with the same employer. The employer shall furnish such junior workers leaving his service before the expiry of their period of probation with a certificate stating the length of service and the department in which the time was served, and any employer engaging such worker shall require that such certificate shall be produced for his inspection.

Casual Workers.

4. The following shall be the minimum rates for casual workers :—

(a) First cook, 16s. per day.

(b) Second cook, 14s. per day.

(c) All other workers, 8s. per day.

(d) All meals for casuals shall be provided during the period of their employment.

(e) A worker shall be deemed to be employed as a casual worker if his or her engagement is for a period of less than seven consecutive days.

(f) A worker shall not be compelled to work longer than five hours without an interval of at least half an hour for a meal.

Special Occasions.

5. (a) Where work is performed away from the employer's premises, such as at races, banquets, balls, outings, &c., the following minimum rates of wages shall be paid :—

First cook, 17s. 6d. per day.

Second cook, 15s. per day.

All other workers, 9s. per day.

(b) All workers other than cooks who are employed at the function only shall be paid not less than 6s. if employed for three hours or less, and for any time exceeding three hours at the rate of 1s. per hour for every additional hour worked. A "single meal" shall mean a breakfast, dinner, luncheon, tea, or supper.

(c) All meals shall be supplied during the period of employment. Workers shall be provided with seating-accommodation to have their meals.

(d) Any time that is worked in excess of eight hours per day shall be paid for at the rate of time and a half.

(e) The employer shall convey all workers to and from the place of employment free of charge, or in lieu thereof an employer may pay all fares from his place of business to attend the function and shall also pay the return fare.

(f) Except as to subclause (e), this clause shall not apply to members of the employer's staff usually employed at the employer's place of business when temporarily transferred from the employer's premises to other premises where a function is being held: Provided, however, that in the case of permanent employees being employed away from the employer's premises after 8 p.m. such employees shall be deemed to be casual workers for that particular work, and shall be paid under this clause.

Special Days.

6. (a) Employees who work on Christmas Day or Good Friday shall be paid time and a half in addition to their ordinary wage for time so worked.

(b) This clause shall apply only to workers on full-time employment at a weekly wage.

Annual Holidays.

7. (a) All employees shall be allowed one week's holiday on cash pay on completion of twelve months' continuous service: Provided that where the service is broken for a period of less than one month by reason only of sickness or of accident to the worker, such service for the purpose of this clause shall be deemed to be continuous, but the period of absence shall not be counted as part of the qualifying period of service. Continuous time served by any worker since his or her last holiday period shall be counted for the purpose of this clause.

(b) Such holiday shall be given and taken within a period of two months after the completion of twelve months' service.

(c) In the case of a transfer of a business, the outgoing employer shall pay his proportionate share of holiday money due to each worker at the time of transfer: Provided that the period of the worker's employment is at least two months but less than six months.

Overtime.

8. (a) All time worked in excess of the hours herein specified shall be deemed to be overtime and shall be paid for at the rate of time and a half.

(b) Particulars of any overtime worked shall be furnished in writing to the employer by the worker concerned, during the pay period in which such overtime has been worked.

Payment of Wages.

9. (a) Wages shall be paid weekly, unless otherwise agreed upon in writing. At the termination of the service all wages due except as provided in subclause (c) of clause 10 shall be paid without delay.

(b) Deductions may be made from the weekly wages for any time lost by an employee through sickness or default or accident whether or not arising out of and in the course of the employment, or for any cause over which the employer has no control.

Period of Notice.

10. (a) Where no agreement in writing is made fixing the period of notice, then a notice of not less than forty-eight hours shall be given by either party at any time during the working-day, but such notice shall not have effect until the conclusion of the day's service; but this shall not affect the employer's right to dismiss an employee without notice for misconduct or other good cause: Provided that it shall not be lawful under this award for either the worker or the employer to give such notice on Saturday or Sunday or on the day of or day preceding any public holiday.

(b) For the purpose of computing broken time, the hourly rate shall be determined by dividing the weekly wage by forty-eight.

(c) If any employer dismisses an employee without notice and without good cause, he shall pay the employee two days' wages as herein specified. If an employee leaves his employer's service without notice and without good cause he shall forfeit two days' money wages. The employer shall be entitled to keep in hand two days' wages.

Board and Lodging.

11. (a) Subject as hereinafter mentioned, workers covered by this award shall be supplied by their respective employers with two substantial meals per working-day: Provided that in lieu of supplying any worker with two meals a day as hereinbefore mentioned any employer may supply such worker with one meal per day only, in which case he or she shall pay the worker, in addition to the rates previously mentioned 1s. per day for every day on which he or she shall supply only one such meal; he or she may elect not to supply

any such meals, in which case he or she shall pay to such worker, in addition to the rates of pay above mentioned 2s. per day for every day on which he or she supplies no meals.

(b) It shall not be obligatory for any employer to supply his or her employees with meals on any day on which the premises are closed for business, but if employees are supplied with meals at such times no charge or deduction from the above rates of pay shall be made on account of the meal so supplied.

(c) In establishments which close for business not later than 6 p.m. it shall not be necessary to supply workers with more than one substantial meal—viz., at midday, or its equivalent 1s., and one light meal in the afternoon, or its equivalent 6d. In the case of establishments which keep open after 6 p.m. on one night of the week it shall be necessary for the employer to provide a second substantial meal, or its equivalent 1s., only on the days upon which the establishment is open after 6 p.m.: Provided that this shall apply only to those employees who are retained for this duty.

(d) A "substantial meal" means a meal with vegetables, meat, entrees, fish or eggs, and shall be well cooked, and of good and sufficient quality and quantity.

(e) Employers in restaurants which provide lodgings for guests shall also provide their workers with lodgings, or shall pay the workers for whom they do not provide lodgings, 7s. 6d. per week in addition to the wages hereinbefore mentioned.

Method of counting Workers.

12. In computing the number of persons employed for the purposes of this award casual workers shall not be reckoned, and where an employer himself or herself does the work of any worker affected by this award he or she shall not be counted as an employee.

Emergency Waitresses, Pantrymaids, and Waiters.

13. (a) Emergency waitresses and pantrymaids may be employed on six days a week, between the hours of 11.45 a.m. and 2.30 p.m., or between the hours of 5 p.m. and 7.30 p.m. at a wage of 15s. per week. An employer may employ workers either on the midday or on the evening services as may be required: Provided not more than six services are worked each week.

(b) Waiters and male bar attendants may be employed on six days a week between the hours of 8 p.m. and midnight, at a wage of £1 2s. 6d. per week, or between the hours of 9 p.m. and midnight at a wage of 17s. 6d. per week.

Time worked in excess or outside of the hours specified in this clause shall be paid for on an hourly basis at time and a half rates.

(c) Light refreshments shall be provided once during each service.

(d) The provisions of clauses 1, 2, 4, 5, 6, 8, and 10 shall not apply to emergency workers.

Copy of Award.

14. Every employer bound by this award shall at all times cause to be exhibited and maintained in a conspicuous place, and in such a position as to be easily read by the employees, a printed or type-written copy of the award or industrial agreement.

Time and Wages Book.

15. Every employer bound by this award shall keep a time and wages book in which shall be correctly recorded (a) the name of every worker employed, (b) the kind of work on which he or she is usually employed, (c) the daily hours of his or her employment, and (d) the wages paid each week.

Holiday-book.

16. (a) An approved holiday-book shall be kept in some place accessible to the workers, showing the whole holiday fixed in each week for each worker, and such book shall be signed by each worker before leaving the premises.

(b) Every worker who fails to sign the record provided or who signs an incorrect record shall be liable to a fine of £1.

Under-rate Workers.

17. (a) Any worker who considers himself 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 Awards 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.

Preference.

18. (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 seven 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. The provisions of this sub-clause relating to the dismissal of workers shall apply, with equal effect, to any worker coming within the scope of this award engaged since the 30th day of June, 1930, but before the coming into force of this award, who is not a member of the union during the currency of this award.

(b) The provisions of this 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 1s. per week, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

(c) The assessors at the Conciliation Council desire that an employer on request by the local union, at intervals of not less than three months, shall furnish to the union a list of all new employees engaged during the preceding three months.

(d) With the consent of the employer first obtained, the local secretary or organizing secretary of the union shall be permitted to interview employees at their place of employment on any one day in each month at a suitable time to be mutually arranged between the employer and the secretary of the local union.

Distant Engagement.

19. (a) When an employer personally or by his agent engages a worker to proceed to employment at a place other than the town or

locality in which the worker is engaged, the employer shall pay the reasonable travelling-expenses incurred by such worker in journeying to the employment.

(b) "Travelling-expenses" shall mean such second-class rail fares, saloon boat fares, coach or motor fares, and cost of meals and accommodation as are reasonably necessary.

Uniforms.

20. (a) Where special uniforms are required they shall be supplied by the employer. Employees may do their laundry-work on the employer's premises outside of the employer's time, or if employees so desire they may do this work at their own homes. Special uniforms so provided shall remain the property of the employer.

(b) Where white coats are required to be worn by male employees the employer shall launder same, or, at the option of the employer, pay for the same to be laundered.

(c) Where special uniforms other than black alpaca or white coats are required to be worn by male employees, the same shall be supplied by the employer, and shall be and remain the property of the employer.

Disputes Committee.

21. The essence of this award being that the work of the employers shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award or any of them as to any matter whatsoever arising out of or connected therewith, and not specifically dealt with in this award, every such dispute or difference, as the same shall arise, shall be referred to a committee to be composed of two representatives of the union and two representatives of the employers for their decision. The decision of the majority of the committee shall be binding, and if no decision is arrived at, either party may appeal to the Court of Arbitration upon giving written notice of such appeal to the other party within fourteen days after the failure of the Disputes Committee to arrive at a decision, or the Disputes Committee itself may refer the matter to the Court of Arbitration for decision.

Medical Outfit.

22. A first-aid medical outfit shall be provided and maintained by the employer, and shall be kept in a convenient place for use in case of accident in the establishment.

Scope of Award.

23. This award shall operate throughout that part of the Otago and Southland Industrial District comprising the former Provincial District of Otago.

Term of Award.

24. This award shall come into force on the 4th day of December, 1933, and shall continue in force until the 4th day of December, 1934.

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 27th day of November, 1933.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matters referred to the Court related to preference and the date of the coming into force of the award. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

[L.S.]

F. V. FRAZER, Judge.