

(11318.) WELLINGTON INDUSTRIAL DISTRICT **PLASTERERS.**—AWARD.

In the Court of Arbitration of New Zealand, Wellington 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 undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Abbott, W. H., Willow Park Road, Hastings
Alderton, J., Contractor, Ridgway Street, Wanganui
Anderson and Williamson, 223 Albert Street, Palmerston North
Anderson, J., York Street, Dannevirke
Angus, W., Ltd., Owen Street, Napier
Ashby Bros., Wairoa
Atlas Fibrous Plaster Co., Williams Street, Hastings
Batchelor and McIndoe, Contractors, Marton
Bell, E. R., Plasterer, 46 Rangitikei Street, Palmerston North
Benson, J. F., 91 Marine Parade, Napier
Bethell, S., Marine Parade Hotel, Napier
Bignall, A. G., Contractor, Ridgway Street, Wanganui
Briscoe, Mills, and Co., Ltd., Jervois Quay, Wellington
Brown, A., Hawke's Bay Farmers' Building, Queen Street, Hastings
Bryant, T. H., Plasterer, 3 Binham Street, Wellington
Buckley, W. E., 59 Wellesley Road, Napier
Bull Bros., Waghorn Street, Port Ahuriri, Napier
Bullevant, E., Plasterer, Wellington
Burlington Bros. and McMillan, Jull Street, Napier
Burne and Neilson, Feilding
Bushby, C. S., Plasterer, Lower Hutt
Campbell, A., and Son, Contractors, Wellington
Campbell, A., Windsor House, Hastings
Carrara Ceiling Co., Fibrous Plasterers, Daniell Street, Wellington

- Chambers and Son, Waipukurau
 Christiani and Neilson, Contractors, Kelvin Chambers, Wellington
 Coleman, H., 102 Taranaki Street, Wellington
 Collins, T., Denburgh Street, Feilding
 Cooper, G., Fibrous-plaster Manufacturer, Napier
 Cooper, J. R., Bricklayer, 115 Constable Street, Wellington
 Cowlrick, F. J., Fitzroy Avenue, Hastings
 Curd, S., Nelson Street, Hastings
 Davis, A. B., 33 Wellesley Road, Napier
 Day, S. H., Plasterer, 281 Happy Valley Road, Wellington
 Dick, G., 5 Church Street, Wellington
 Dobson, W., Tiler, 39 Queens Road, Lower Hutt, Wellington
 Drury, C. H., 413 Lascelles Street, Hastings
 Drury, T., Hastings
 Duley, J. A., Second Avenue, Wairoa
 Duthie, John, and Co., Ltd., Willis Street, Wellington
 Edwards, H., Contractor, Wellington
 Ennor, W., 117 Carlyle Street, Napier
 Fama Stonewood Flooring Co. (Thos. Andrews and Sons), 10 Tory
 Street, Wellington
 Fisher, D., 5 Herald Street, Berhampore, Wellington
 Fisher, D. H., Plasterer, 21 Carrington Street, Wellington
 Fleming, E., Carlton Club Hotel, Hastings
 Fleming, E. K., Plasterer, Russell Street, Palmerston North
 Fletcher Construction Co., Contractors, Cable Street, Wellington
 Foley, C., Plasterer, Main Street, Wellington
 Foley, F., Plasterer, Lower Hutt
 Foley, H., Master Plasterer, Upper Hutt
 Foley, T., and Sons, Plasterers, 12 Ebor Street, Wellington
 Foley, T., Plasterer, 101 Adelaide Road, Wellington
 Fox, F., Napier Terrace, Napier
 Frost, E. G., Fibrous Plasterer, South Road, Masterton
 Gasparine Bros., 15 Sturdee Street, Wellington
 Gear Meat Co., Ltd., 96 Lambton Quay, Wellington
 Gee, G. L., Tiler, 162 Sutherland Road, Lyall Bay, Wellington
 Gilbertson, D., Plasterer, Wanganui
 Gillespie, H. R., Denmark Street, Dannevirke
 Glengarry, D., Haig Street, Wairoa
 Glover, H., 59 Kent Terrace, Wellington
 Gopperth, J., Contractor, Liverpool Street, Wanganui
 Granilite Ltd., Fibrous Plasterers, 130 Adelaide Road, Wellington
 Grimmett, E., and Son, Plasterers, Ngatoto Street, Ngaio
 Hammond, S., Nelson Crescent, Napier
 Hawke's Bay Builders' and Contractors' Industrial Union of Em-
 ployers (R. M. Chadwick, Secretary), Napier
 Hawke's Bay Farmers' Co-operative Association, Hastings
 Heatley, J. T. J., Manawatu Street, Palmerston North
 Hickmott and Sons, Main Road, Karori, Wellington
 Hill and Co., care of Bodell and Co., Builders, Palmerston North
 Hill, J., Waipukurau
 Hill, T., St. Aubyn Street, Hastings
 Hislop, J. M., Lockwood Point, Wairoa
 Hodgson and Smith, Plasterers, 17 Sugarloaf Road, Wellington
 Holder Bros., Kennedy Road, Napier
 Horner, H., 73 Ira Street, Miramar, Wellington
 Howard, L., 201 Beresford Street, Hastings
 Howe, R., Contractor and Bricklayer, Wanganui
 Hulme and Penistone, Contractors, Queen Street, Masterton
 Husband and Yates, Contractors, Wellington

Husband Bros., Contractors, Victoria College, Kelburn, Wellington
 Jackson, F., and Son, 12 Annadale Avenue, Palmerston North
 Jacobs and Son, Plasterers, Wilson Street, Wellington
 Johnson and Mullgaard, 45 Burns Street, Dannevirke
 Johnson, H. W., and Wix, Master Plasterers, 4 Heretaunga Street,
 Palmerston North
 Johnson, W. W., 14 Heretaunga Street, Palmerston North
 Jones, J., and Sons, Wilson Street, Wanganui
 Julian and Sons, Contractors, Wellington
 Kelly, H., 68 Shakespeare Road, Napier
 Kempson, R. E., 225 Victoria Avenue, Palmerston North
 Kent, R. E., Plasterer, Binham Street, Wellington
 Kingsland, J., McGrath Street, Napier
 Laird and Walker, Young Street, Wanganui
 Lamb, A., Bricklayer, Yule Street, Kilbirnie
 Lamb, C., Contractor, Wellington
 Lord and Maeguard, Feilding
 Lovegrove Bros., 3 Station Street, Napier
 Lowry and Hamilton, Nelson Crescent, Napier
 Macdonald and Chartres, Dannevirke
 Macdonald Bros., 610 Queen Street, Hastings
 McChesney, T., Contractor, Marton
 McIlwaine, J., Contractor, Russell Street, Marton
 McKenzie, A. F., Contractor, Taihape
 Manawatu Fibrous Plaster Co., Tainui Street, Palmerston North
 Martin Bros. and F. Bain, 6 Copeland Street, Wanganui
 Martin Bros., Fibrous Plasterers, 84 Church Street, Palmerston North
 Masters, G., Plasterer, Dixon Street, Masterton
 Menzies, A. B., Waipukurau
 Mercer, C., Waipukurau
 Mitchell and King, Builders, Box 254, Wellington
 Mitchell and Son, Hastings Street North, Hastings
 Mitchell and Son, Princes Street, Palmerston North
 Mitchell, F. J., Plasterer, Edgehill, Kent Terrace, Wellington
 Morrison, S. R., 33 Tauhinu Street, Miramar, Wellington
 Morse and Robertson, Hyberabad Road, Napier
 Mouldey and Holmes, Featherston Street, Palmerston North
 Mumme and Co., Awatoto, Napier
 Napier Plaster Co., Awatoto, Napier
 Needham, F., Ltd., Rangitikei Street, Palmerston North
 O'Brien, R., Builder, Riddiford Street, Wellington
 Odlin, C. and A., Merchants, Cable Street, Wellington
 Pack, A. E., Plasterer, 45 The Crescent, Roseneath, Wellington
 Palmer and Bullivant, 55 George's Drive, Napier
 Palmer, C., Fitzroy Avenue, Hastings
 Pearson, A., 46 Tawa Street, Wanganui
 Pepper, F., Wanganui
 Phelps, C. J., Plasterer, 16 Bay Road, Kilbirnie, Wellington
 Pinnock, C., Plasterer, Grafton Road, Roseneath, Wellington
 Place, L. A., 30 Vigor Brown Street, Napier
 Platt, Walter, Plasterer, Farm Road, Northland, Wellington
 Potter, W. B., Plasterer, Norton Park Avenue, Lower Hutt
 Reesdale Fibrous Plaster Co., Main Street, Palmerston North
 Robertson, A. E., Builder, Box 117, Te Aro, Wellington
 Rood, W. J., 87 McDonald Street, Napier
 Sandford and Brown, Contractors, Raetihi
 Schioler, C., 8 Union Street, Palmerston North
 Shields, J., Plasterer, Chapel Street, Masterton
 Sievwright, Chas., Plasterer, 58 Mortimer Terrace, Wellington

Simpson, G., Plasterer, Wairoa
 Smart, J., Builder, 17 Derwent Street, Island Bay, Wellington
 Smith and Smith, Tilers, Cuba Street, Wellington
 Sorensen, S., 24 Morris Street, Palmerston North
 Spencer Bros., Joseph Street, Palmerston North
 Stanley Bros., Karamu Road, Hastings
 Sunderland, G., Fibrous Plasterer, Lincoln Road, Masterton
 Tanson Marble Terazzo, 10 Tory Street, Wellington
 Taylor, J. E., and Sons, Ltd., Main Road and Standen Street, Karori,
 Wellington
 Thackeray, W. S., Waipawa
 Thomas Bros., Raffles Street, Napier
 Thompson, W. J., and Co., Faraday Street, Napier
 Thornburn, C., Fibrous-plaster Manufacturer, Princess Street,
 Palmerston North
 Tonks, W. J. H., Main Road, Karori, Wellington
 Townsend, H. E., Rainsforth Street, Palmerston North
 Trevor Bros., Ltd., Contractors, Stoke Street, Wellington
 Trovorrow, F., Fibrous-plaster Manufacturer, Napier
 Walpole and Patterson, P., Guyton Street, Wanganui
 Wanganui Master Builders' and Contractors' Industrial Union of Em-
 ployers, Guyton Street, Wanganui
 Wass, A., Plasterer, Beach Street, Petone
 Wass and Feak, Plasterers, Chelwood Street, Palmerston North
 Watts, P. C., Builder and Contractor, Wellington
 Wellington Builders' and Contractors' Industrial Union of Employers,
 8-12 The Terrace, Wellington
 Wellington City Council, Wellington
 Wellington Gas Co., Wellington
 Wellington Harbour Board, Wellington
 Wellington Hospital Board, Wellington
 Westwood, G., Contractor, Hargreaves Street, Wellington
 Wharmby and Williams, Builders, Waipukurau
 Wheeler, C., Builder, Hospital Hill, Napier
 Whiston, B. G., 6 Selwyn Road, Napier
 White, A. H., Limbrick Street, Palmerston North
 Wilkinson, W., Weld Street, Feilding
 Wilson Bros., Marine Parade, Wairoa
 Wilson Bros., Tilers, Knights Road, Lower Hutt
 Wilson, W., Ira Street, Miramar, Wellington
 Wilson, W. H., 157 Nelson Crescent, Napier
 Winlove and Son, Waipukurau
 Witcher, C., Builder, 11 Waterloo Road, Lower Hutt
 Wix and Edwards, Albert Street, Palmerston North

and

The Wellington Plasterers' Industrial Union of Workers,
 Wellington (hereinafter called "the union").

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 as hereinafter provided, and shall continue in force until the 31st day of May, 1937, 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 17th day of December, 1936.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

Hours of Work.

1. (a) Forty hours shall constitute an ordinary week's work, eight hours to be worked on five days of each week between the hours of 8 a.m. and 5 p.m., except that by mutual agreement between the employer and the majority of the workers on a job arrangements may be made for work to commence not earlier than 7.30 a.m.

(b) One hour shall be allowed for lunch on each day, except Saturday, but an employer may agree with his workers to allow not less than half an hour for lunch.

Wages.

2. (a) The minimum rate of pay for all journeymen plasterers shall be 2s. 7½d. per hour. Two classes of workers only shall be recognized—namely, journeymen and apprentices.

(b) On all outside jobs the worker responsible for carrying out the work and who gives instructions to the other workers shall be paid not less than 1s. per day in addition to the above-mentioned wages.

Payment of Wages.

3. (a) All wages shall be paid weekly not later than Thursday and punctually on the termination of the working-hours, either on the works or at the employer's place of business or during the working-hours of the next day. Should an employee have to collect his wages at the employer's place of business he will be paid his time and out-of-pocket expenses for so doing. Waiting time to be at ordinary rates.

(b) In the event of Thursday being a holiday, wages shall be paid on the day preceding the holiday. In all cases the employee shall place on his time-sheet the hours worked and expenses incurred.

(c) In the event of any worker being discharged or voluntarily leaving at any time during the week, one hour's notice shall be given on either side, and the employer shall pay him his wages within one hour from the time he is discharged, and on demand within twenty-four hours if he leaves his work. Should the employer fail to comply with the above clause he shall pay the wages to the worker for waiting time.

(d) Any employee discharged or leaving his employer's employment shall be allowed not less than fifteen minutes after the notification of discharge or intention to leave has been made in which to pick up his tools.

Overtime and Holidays.

4. (a) All work done outside of or in excess of the time mentioned in clause 1 hereof shall be considered overtime, and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) For work done on Sunday, New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, and Boxing Day double time shall be paid.

(c) No worker shall be required to work for more than five hours continuously without an interval for a meal.

(d) The employers will endeavour to restrict overtime work if there are any members of the union out of work and available at the time, and the union undertakes, on request, to supply any labour that may be available.

Country Work.

5. (a) "Country work" shall mean work performed at a distance which necessitates a worker sleeping away from his home.

(b) Any journeyman employed upon country work shall be conveyed by his employer to and from his work free of charge, or his travelling-expenses shall be paid by his employer going to and returning from such work once. A worker after being employed three months shall be entitled to his fare home, whether leaving voluntarily or not.

(c) Time occupied in travelling shall be paid for at the ordinary rates, but no journeyman shall be paid more than an ordinary day's pay for any day occupied in travelling, although the hours occupied may exceed eight, unless he is on the same day occupied in working for his employer: Provided that any journeyman who is called upon to travel more than four hours on Saturday in journeying to a job shall be paid for eight hours, and in returning from a job on Saturday shall be paid for the time actually travelling, with a maximum of eight hours.

(d) Journeymen employed upon country work shall be paid an additional sum of 5s. 2d. per day for six days per week, but the employer may in lieu thereof provide them with suitable board and lodging at his own expense. Suitable board and lodging shall include the providing of mattresses and stretchers.

(e) Notwithstanding anything contained herein, an employer may agree with any worker that in respect of any specified country work the hours of work shall be other than those hereinbefore prescribed: Provided, however, that all time worked outside or in excess of such prescribed hours shall be considered overtime and shall be paid for at the rate of 1d. per hour in addition to the ordinary rates.

Suburban Work.

6. (a) Work done elsewhere than at the shop of the employer and over two miles from the Te Aro Post-office in the case of Wellington, by the nearest convenient mode of access, or from the chief post-office in any other town, shall be considered suburban work, and journeymen employed thereon shall either proceed to and from such work or shall be conveyed to and from such work beyond the two miles at the expense of the employer, as the employer shall determine. Time reasonably occupied by the workers in travelling or time occupied in conveying the workers to and from such work beyond the two miles distance before mentioned shall be allowed and paid for by the employer. Walking-time shall be computed at the rate of three miles per hour. No journeyman residing

less than two miles from the place where the work is to be performed, by the nearest convenient mode of access, shall be entitled to the allowance mentioned in this clause.

(b) When a worker is required to use the Kelburn cable-tram for the purpose of proceeding to or returning from his work the employer shall pay his fares.

(c) Any worker having to proceed by train or ferry to his work shall receive his railway or steamer fare, and such worker shall also be paid for the actual time occupied in travelling to and from such work.

(d) Where an employer pays tram fares such fares shall be paid to and from the work, commencing and finishing at the tramway section nearest to the Te Aro Post-office and most convenient to the work. When and where no public conveyance is available a conveyance shall be supplied by the employer at his expense.

General Conditions.

7. (a) Men employed in fumigating or work ordered by the Health authorities; on swinging or suspended scaffolds, or on any black, blue, or brown, green or red coloured work; and on steeples when working 30 ft. or more above the eaves of the building; on chimney-stacks or towers standing apart from buildings when working 40 ft. or more above the ground; or in sewers, tunnels, or other wet places, shall receive not less than 4d. per hour extra whilst so employed: Provided that the extra money shall not be payable in respect of a suspended scaffold of the Patent Safety Scaffold type now in use, or a similar type of scaffold, if such scaffold is properly tied in or effectively anchored to give it a reasonable degree of rigidity and such scaffolding has been approved by the Inspector of Scaffolding.

(b) Men employed in the demolition of a building or any part thereof where dust is caused through the falling of brick walls or plaster, or in repairs to and demolition of any building or fittings destroyed or damaged by fire which necessitates the handling of charred timber, shall be paid 4d. per hour extra whilst so employed.

(c) Where a worker is working on wet concrete floors the employer shall, if requested by the worker, supply gum boots for the use of the worker or in default make an extra payment to the worker at the rate of 3d. per hour.

(d) Hacking tools and brushes for cement washing to be provided by the employer. Five minutes shall be allowed for washing up.

Meal-money.

8. Employers shall allow meal-money at the rate of 1s. 6d. per meal when workers are required to work after 1.30 p.m. on Saturdays or after 6.30 p.m. during the first five working-days of the week, provided that such workers cannot reasonably get home to their meals.

Piecework.

9. (a) Piecework is prohibited. No work shall be sublet (labour only).

(b) It shall be a breach of this award for any employer to sublet any work within the scope of this award on a labour-only basis, and any worker taking work on a labour-only basis shall be guilty of a breach of this award.

Definition of Work.

10. The following shall be recognized as plasterers' work: All internal and external plastering; wood lathing; fixing fibrous plaster or any other kind of plaster sheets or patent sheets required to be finished off with plaster, also steeltex, and wire netting internal or external where required to be finished off by a plasterer; also cement floors (other than rough-finished); walls and ceilings; roughcast; fixing and making all kinds of ornaments in cement. Nothing in this clause shall be deemed to prevent a carpenter from fixing fibrous plaster where wooden battens are used to cover the joints.

Disputes.

11. (a) Where any dispute arises between any employer and any worker in connection with any matter relating to this award it shall be first discussed between the employer concerned and an appointed representative of the union, with a view to settlement before any complaint is made to the Inspector of Awards.

(b) The essence of this award being that the work of the employers shall not on any account whatsoever be impeded, but 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 dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon, or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall

have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Sanitary Accommodation, &c.

12. Every employer shall provide or arrange with the builder to provide proper sanitary conveniences for his workmen, and also a properly secured place for workers' tools; and shall provide accommodation to the satisfaction of the Inspector of Factories to enable workmen to change their clothes and have their meals.

Partial Exemptions.

13. (a) The following special provision shall apply to the Wellington City Council and the Wellington Harbour Board: They shall pay not less than the wages fixed by this award for any work coming within the scope hereof, and shall pay the overtime rates as provided in clause 3 (a) for any work done by any worker in excess of the hours provided in clause 1. They shall pay the rates prescribed by this award for Sundays. The Wellington Harbour Board and the Wellington City Council shall pay the prescribed holiday rates for any work done on any of the holidays provided for in their respective by-laws in lieu of the holidays mentioned in clause 3 (c) hereof. They are exempted from the operation of all the other clauses of this award except the preference clause.

(b) The following special provisions shall apply to the Gear Meat Co., Ltd.: Notwithstanding the provisions of this award, the present permanent hand employed by the said company in plastering work, or any one employed in his stead, shall be deemed not to come within the operation of this award so long as the wages now paid and concessions granted to such permanent hand are not reduced.

Right of Entry upon Premises.

14. Every employer bound by this award shall permit the secretary of the union of workers to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Under-rate Workers.

15. (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.

Workers to be Members of Union.

16. (a) 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 or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award:

Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(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.

(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.

17. This award shall operate throughout the Wellington Industrial District.

Term of Award.

18. This award in so far as it relates to wages shall be deemed to have come into force on the 30th day of November, 1936, 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 31st day of May, 1937.

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 17th day of December, 1936.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The provisions of the amending Act of 1936 relating to hours of work render it necessary for the Court to make a slight alteration to the country-work clause as agreed on by the parties. A provision has accordingly been inserted describing the additional hours worked on country jobs as overtime and prescribing therefor an extra payment of 1d. per hour.

In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

Mr. Monteith is not in agreement with the additional rate fixed for country work. His dissenting opinion is subjoined.

E. PAGE, Judge.

DISSENTING OPINION OF MR. MONTEITH.

I dissent from the new low level of overtime payment. These men have to work forty hours per week, and then receive a payment of 1d. per hour overtime.