

## OTAGO AND SOUTHLAND CARPENTERS AND JOINERS—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 its amendments; and in the matter of an industrial dispute between the

Otago Carpenters and Joiners and Joiners' Machinists' Industrial Union of Workers

Invercargill Branch of the Amalgamated Society of Carpenters and Joiners and Joiners' Machinists' Industrial Union of Workers

Oamaru Branch of the Amalgamated Society of Carpenters and Joiners' Industrial Union of Workers

(hereinafter called "the union") and the undermentioned union, persons, firms, and companies (hereinafter called "the employers") :—

Otago Builders and Contractors' Industrial Union of Employers, Dunedin.

*Otago*

Ball and Son, Naseby.

Black, E., 40 Reed Street, Oamaru.

Blackmore, K., Alexandra.

Bower Bros., Balclutha.

Bruce Woollen Manufacturing Co., Ltd., Milton.

Cadbury, Fry, Hudson, Ltd., Dunedin.

Canterbury Frozen Meat Co., Ltd., 102 Thames Street, Oamaru.

Dunedin Brewery and Wilson Malt Extract Co., Ltd., 8 Willowbank, Dunedin.

Dominion Fertilizer Co., Ltd., Ravensbourne.

Dunedin City Corporation, Town Hall, Dunedin.

Firman, R. W., jun., Dee Street, Oamaru.

Fraser, Geo. F., Owaka.

Gillies Motor Garage (Carpenters), 184 Thames Street, Oamaru.

Graham, W., Tapanui.

Hampton, F. J. Z., Hampden.

Harper, J. O., Tuatapere.

Harris, R., Roxburgh.

Hastie, J., Patearoa.

Hogan, J. W., Wanaka.

Hogg and Co., Ltd., Robert Street, Dunedin.

Jones, A. A., Balclutha.

Kempthorne, Prosser, and Co.'s New Zealand Drug Co., Ltd., Burnside, Green Island, Dunedin.

McLeod Bros., Ltd., Soapmakers, Cumberland Street, Dunedin.

Mackintosh, Caley, Phoenix, Ltd., MacLaggan Street, Dunedin.

Maynard and Armstrong, Ltd., Thames Highway, Oamaru.

Milburn Lime and Cement Co., Ltd., Burnside, Dunedin.

New Zealand Breweries, Ltd., 200 Rattray Street, Dunedin.

New Zealand Refrigerating Co., Ltd., Burnside, Green Island, Dunedin.

Oamaru Harbour Board, Oamaru.

Oamaru Worsted and Woollen Mills, Ltd., Oamaru.

Otago Education Board, Moray Place, Dunedin.

Otago Harbour Board, Dunedin.

Otago Hospital Board, Hanover Street, Dunedin.  
 Reid and Gray, Ltd., Burnside, Green Island, Dunedin.  
 Ross and Glendinning, Ltd., High Street, Dunedin.  
 Robertson Bros., Middlemarch.  
 Sargood, Son, and Ewen, Ltd., 95 High Street, Dunedin.  
 Smillie, N. J., Palmerston.  
 South Otago Freezing Co., Paretai, R.D. Balclutha.  
 Waitaki Farmers' Co-operative Freezing Co., Ltd., Oamaru.

*Southland*

Andrews, E. R., 260 Kelvin Street, Invercargill.  
 Ayling, A. M., Ltd., Clyde Street, Invercargill.  
 Balch Bros., Winton.  
 Beaton, C. T., Bluff.  
 Berry, H., 5 Denton Street, Gore.  
 Borthwick, Thos., and Sons (A'sia), Ltd., Crescent, Invercargill.  
 Butler Construction Co., Tweed Street, Invercargill.  
 Crawford and Lane, Crescent, Invercargill.  
 Dore, H. E., Lumsden.  
 Excell, E., Nightcaps.  
 Fischer, C. A., 229 Elles Road, Invercargill.  
 Georgeson Bros., Ltd., 41 Leet Street, Invercargill.  
 Invercargill City Council, Invercargill.  
 Larsen Bros., Elgin Street, Waikiwi, Invercargill.  
 McKinlay and Murray, 18 Wigan Street, Gore.  
 New Zealand Paper Mills, Ltd., Mataura.  
 Mitchell, S. H., Riverton.  
 Mackie, Norman, Lewis Street, Gladstone, Invercargill.  
 Matheson, E., Bluff.  
 McDonald, George, 5 George Street, Invercargill.  
 McEwan, Geo., Clyde Street, Invercargill.  
 McKay, J., 185 Venus Street, Invercargill.  
 McKenzie, J., Thornbury.  
 McLean, E. H., Duke Street, Invercargill.  
 McLennan, Ltd., Venus Street, Invercargill.  
 Ocean Beach Freezing Co., Ltd., Ocean Beach.  
 Poole, Geo., and Sons, 84 Yarrow Street, Invercargill.  
 Shore, W., Gore.  
 Sinclair, D., Nightcaps.  
 Sleeman, A., Mataura.  
 Smith, William, and Co., Ltd., Nith Street, Invercargill.  
 Southland Construction Co., Ltd., 3 Tay Street, Invercargill.  
 Southland Education Board, Invercargill.  
 Southland Breweries, Ltd., 71 Mary Street, Invercargill.  
 Southland Electric-power Board, Invercargill.  
 Southland Frozen Meat Export Company, Ltd., 12 Esk Street,  
 Invercargill.  
 Southland Hospital Board, Invercargill.  
 Speden, Adam, Gore.  
 Spencer, C. R., Nightcaps.  
 Thomson, Leslie, Otautau.  
 Thorn, W., Mataura.  
 Turnbull, Myles, Invercargill.  
 Turner, A., Invercargill.  
 Traynor Bros., Wyndham.  
 Williamson, W., 153 Ness Street, Invercargill.  
 Wilson Bros., 3 William Street, Invercargill.  
 Wilson, James, North Road, Invercargill.  
 Wilson, W. J., Jackson Street, Invercargill.

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 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 13th day of December, 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 15th day of December, 1948.

[L.S.] D. J. DALGLISH, Deputy Judge,  
Acting as Judge of the Court.

#### SCHEDULE

##### *Definitions*

1. This award shall apply to carpenters and joiners and joiners' machinists.

### *Hours of Work*

2. (a) The ordinary hours of work shall be eight per day, to be worked between the hours of 7.30 a.m. and 5 p.m. on five days of the week, Monday to Friday, both days inclusive.

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

### *Wages*

3. (a) The minimum wage for workers covered by this award shall be 3s. 9½d. per hour.

(b) The worker who is responsible for carrying out the work and who gives instructions to the other workers shall be paid 2s. 6d. per day in addition to the above-named rate.

(c) Except on country work, all wages shall be paid weekly not later than Thursday, within the working-hours, either on the works or at employer's workshop. Each worker shall be supplied with full details of how the wage is made up.

(d) On all work coming within the scope of clause 10 (country work) of this award the wages shall be paid at intervals not later than fortnightly, as agreed upon between the employer and the worker concerned. Each worker shall be supplied with full details of how the wage is made up.

(e) In the event of pay-day being a holiday, wages shall be paid under the same conditions as set out in subclause (c) hereof on the day preceding the holiday.

(f) When a worker is discharged or stood down, or leaves, he shall be paid all wages immediately before ceasing work.

(g) All waiting-time beyond the prescribed time shall be paid for at overtime rates.

### *Tool Allowance*

4. All workers required to supply their own tools shall be paid a tool allowance at the rate of 2d. per hour.

### *Overtime*

5. (a) (i) All work done outside of or in excess of the daily hours fixed in clause 2 of this award shall count as overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(ii) Provided that any time worked between the hours of 10 p.m. and before the usual starting-time next day shall be paid for at double time rates.

(iii) This proviso shall not apply to workers who commence the day's work between 7 a.m. and the ordinary time of starting work.

(b) Any work done in excess of four hours on Saturdays or after 12 noon on Saturdays shall be paid for at double time rates.

(c) Any worker having to work all day and having to continue to work until midnight shall be given eight hours off or be paid double time rates for all time worked on the second day.

(d) Any worker required to work on any Saturday, Sunday, or on any holiday shall have the opportunity to work for not less than four hours: Provided that he commences, in the case of Saturday, not later than the ordinary starting-time.

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

#### *Holidays*

6. (a) The following shall be the recognized holidays which shall be paid for at ordinary rates, except when the holiday falls on a day other than an ordinary working-day: New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, and Anniversary Day or a day in lieu thereof.

(b) The employer shall pay wages for the above holidays to all workers performing work coming within the scope of this award who have been employed by him at any time during the fortnight ending on the day on which the holiday occurs.

(c) Where any worker has been employed upon work coming within the scope of this award by more than one employer during the fortnight ending on the day on which any of the above holidays occurs, he shall be entitled to receive payment for the holiday from such one or more of those employers and, if more than one, in such proportions as the Inspector of Awards determines.

(d) In the event of a holiday, other than Anzac Day, falling on a Saturday or a Sunday, such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.

(e) Except as is otherwise provided, any work done on any of the above holidays or on Sundays shall be paid for at double time rates.

#### *Annual Holiday*

7. The provisions of the Annual Holidays Act, 1944, shall apply to all workers covered by this award.

*Stoppage of Work*

8. (a) Any worker attending at the place of work and being stood down by reason of there being no work (other than on account of bad weather conditions) shall receive two hours' pay at ordinary rates.

(b) Where, owing to bad weather conditions, work does not proceed at the commencement of the day, workers attending for the purpose of working shall be paid for two hours. If work proceeds at the commencement of the day and is interrupted by bad weather conditions, workers shall be paid to noon, but they may be transferred to a dry job or may be required to stand by until noon. If work proceeds after the lunch period and is interrupted by bad weather conditions, workers shall be paid for the rest of the afternoon, but they may be transferred to a dry job or may be required to stand by. No worker is eligible for the above payment if he fails to transfer or stand by when so required.

(c) Any allowance by way of travelling-time made to workers employed on suburban work shall not be regarded as a set-off against minimum payments due to workers under the foregoing subclauses.

*Suburban Work*

9. (a) "Suburban work" shall mean work (other than country work) performed elsewhere than at the shop of the employer and irrespective of where the engagement takes place. Workers employed on suburban work distant more than one and a half miles from the central points hereinafter specified shall either proceed to and from such work or they shall be conveyed to and from such work 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 central point or from the worker's home, whichever is the less, shall be allowed and paid for by the employer. No worker residing less than one and a half miles from the place where the work is to be performed shall be entitled to the allowance mentioned in this clause. For the purpose of this clause all distances shall be measured by the usual and most convenient mode of access for foot passengers.

The central points hereinbefore referred to are:—

- (i) In the case of workers residing in the City of Dunedin or in the boroughs of Port Chalmers, West Harbour, St. Kilda, or Green Island, the chief post-office in the City of Dunedin.

- (ii) In the case of workers residing in the City of Invercargill or the Borough of South Invercargill, the chief post-office in the City of Invercargill.
- (iii) In the case of workers residing in any city or town or borough other than those mentioned in the foregoing two paragraphs, the chief or principal post-office in such other city or town or borough.
- (iv) In the case of workers residing elsewhere than in a city or town or borough, the chief or principal post-office in the city or town or borough nearest to which the worker resides.

(b) In the case of all persons, firms, companies, or local authorities who are bound by this award but whose trade or business is other than that of a builder and contractor, the premises in which the said trade or business is regularly conducted shall be regarded as the shop of the employer for the purposes of the suburban work clause.

(c) If any worker is required to use the ferry for the purpose of going to or returning from any place outside his employer's shop where the work is to be done, his fare shall be paid by the employer.

#### *Country Work*

10. (a) "Country work" means work done by a worker in such a locality as to necessitate his sleeping elsewhere than at his genuine place of residence in New Zealand.

(b) The provisions herein contained relative to country work shall apply whether or not the worker, prior to his accepting such country work, is already in the service of the employer, and whether the worker is engaged at the place where the work is to be done or elsewhere, and irrespective of the situation of the employer's usual place of business.

(c) The employer shall convey the worker free of charge, or pay his fare, to and from country work, but once only during the continuance of the work. If, however, the worker is withdrawn from such work by the employer, or if he returns therefrom requiring medical attention in consequence of accident or sickness arising out of and in the course of the employment, and is, in either case, again required on the work, the employer shall convey him or pay his fare to and from such work and shall meet all transport charges on luggage and tools.

(d) Time occupied in travelling shall be paid for at the ordinary rates; but no journeyman shall be paid more than an ordinary day's wage 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.

(e) The employer shall refund to the worker reasonable expenses for meals incurred while travelling to and from country work.

(f) The employer shall either provide the worker while on country work with suitable board and lodging or shall meet the full cost of board. Suitable board and lodging shall include the providing of mattresses and stretchers. The details as to what shall constitute suitable board and lodging on each job shall be mutually arranged between the employer and the local branch of the union, and in the event of a dispute or difference the question shall be referred to a disputes committee under clause 22 of this award.

(g) Where suitable board and lodging is not provided by the employer on or reasonably near to the site where "country work" is to be performed, workers shall either proceed to and from such work or shall be conveyed to and from such work 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 shall be allowed and paid for by the employer.

(h) When the work is situated less than fifty miles from the worker's genuine place of residence, the worker shall be paid his return fare to and from his genuine place of residence once every three weeks during the continuance of the work.

When the work is situated over fifty miles from the worker's genuine place of residence, the payment shall be made once in each two months.

(i) Notwithstanding anything contained herein, and subject to the provisions of subclause (e) of clause 6 hereof, the hours of work in respect of any specified country work may be other than those hereinbefore prescribed: Provided that all time worked outside or in excess of such prescribed hours shall be considered overtime and shall be paid for at the minimum rate of 6d. per hour in addition to the ordinary rate.

#### *General Provisions*

11. (a) A worker shall, on being discharged, be entitled to be given four hours' notice, and when leaving for any reason other than illness he shall give his employer or the

foreman in charge of the work four hours' notice. In either case the worker shall be entitled to spend two hours in putting his tools in order.

(b) Any journeyman working with pumice, charcoal, or silicate or other insulating-material in connection with insulation work in confined or unventilated spaces or working amongst artificial manure, or where the air is impregnated with the dust of any of those materials, or employed in freezing-chambers or cool storage where the temperature is 40 degrees Fahrenheit or less, shall be paid 3d. per hour extra while so employed, and shall be allowed ten minutes' spell after two hours have been worked continuously without any reduction in wages.

(c) Any worker required to work in any compartment or confined space where the heat exceeds 110 degrees Fahrenheit shall be paid time and a half rates. No worker shall be compelled to work in any place where the temperature has been raised above 150 degrees.

(d) Workers engaged in the demolition of a building or in any part thereof where dust is caused through the falling of brick walls or plaster or old wooden ceiling, or in repairs to or demolition of any building or fittings destroyed or damaged by fire which necessitates the handling of charred timber, shall be paid 3½d. per hour extra while so engaged.

Workers engaged on other demolition work or required to work under floors on underpinning or reblocking work to existing buildings where the said floors are less than 3 ft. from ground-level, or workers who in the course of their employment are required to handle materials on which tar, oil, or creosote is wet, shall be paid 2d. per hour extra while so engaged.

(e) The employer shall provide the following tools when they are required on a job or in a workshop: saw-grips, grinding facilities for tools, benches, dogs and cramps of all descriptions, augurs of all sizes, star drills, bits not ordinarily used in a brace (including l'hommedeau bits), dowell plates, trammels, hand and thumb screws, and all tools required for all materials other than wood.

(f) Each employer shall provide on the works a properly secured shed with a wooden floor in which the workers may change their clothes and store their tools. He shall provide proper sanitary accommodation, enclosed and roofed, for the workers, to the satisfaction of the Inspector. Lime or cement shall not be stored in the men's change-shed.

(g) A modern first-aid emergency case, fully equipped, shall be kept by each employer in a convenient and accessible position in every place where the Inspector of Awards shall deem it necessary.

(h) A morning and afternoon break of ten minutes shall be allowed without deduction of pay to all workers.

(i) Any worker called upon to perform work of an unusually dirty or offensive nature shall be paid such extra rate per hour as may be agreed upon between the employer and the worker. Failing agreement, the rate shall be settled by a disputes committee constituted in accordance with the provisions of clause 22 of this award.

(j) Where, in the opinion of the medical officer in charge, there is any danger of infection, any worker required to work on alterations or repairs to a hospital for the treatment of infectious diseases shall be medically examined (including x-ray) during working-hours without loss of pay before being employed on such work, and, upon the completion of such work, shall be further examined in a similar manner.

#### *Fertilizer and Chemical Factories*

12. Any worker who is employed in or about a chemical-fertilizer or chemical factory on work in which he is exposed to acid fumes or to contact with acid or timber impregnated with acid shall be provided with overalls and shall be paid 4d. per hour extra while so employed.

#### *Wet Places*

13. Where workers are called upon to work in water, slush, mud, or wet concrete one inch or more in depth, the employer shall provide such workers with gum boots suitable for the work and shall pay them 1½d. per hour extra. If proper gum boots are not supplied in such circumstances, the employer shall pay the workers a total payment of 4d. per hour extra.

#### *Spray-painting*

14. Workers employed in a room where paint-spraying is in process shall be provided with respirators.

#### *Height-money*

15. (a) Any worker required to work on a bosun-chair and/or on a swinging stage or on a ladder, or employed on work on towers, steeples, or chimney-stacks, shall be paid the following extra rates:—

For heights exceeding 35 ft. and up to and including 70 ft., 2d. per hour extra.

For heights exceeding 70 ft. and up to and including 105 ft., 4d. per hour extra.

For heights exceeding 105 ft. and up to and including 140 ft., 6d. per hour extra.

For heights exceeding 140 ft. and up to and including 170 ft., 8d. per hour extra.

(b) Any worker required to work on roof trusses or fixing purlins on roof trusses which would allow for an unbroken fall of 15 ft. or more shall be paid 4d. per hour extra while so employed.

#### *Meal-money*

16. (a) Employers shall allow meal-money at the rate of 2s. 6d. per meal when workers are called upon to work one hour or later after their usual daily time of knocking off.

(b) Men shall work during the regular meal-times if required to do so by the employer, and shall be paid double time rates for the time so worked. When the worker is already on double time, treble time rates shall be paid: Provided that in no case shall a worker be employed for more than five hours without being given the time usually allowed for a meal.

#### *Bridge and Wharf Work*

17. Workers engaged in carpentry work in connection with bridges or wharves shall be covered by the provisions of this award. Gum boots or thigh boots shall be provided where required.

#### *Piecework*

18. (a) Piecework shall be 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.

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

19. (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.)

#### *Under-rate Workers*

20. (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.

#### *Right of Entry Upon Premises*

21. The secretary or other authorized officer of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere with the employer's business.

*Disputes*

22. 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 the award (not being a question affecting rates of pay or hours of work), or if any dispute or difference shall arise between the parties, or any of them, in connection with any matter relevant to but not dealt with in the 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.

*Exemptions*

23. (a) Harbour Boards, Hospital Boards, Education Boards, and City and Borough Councils may substitute the holidays observed under their own regulations for those provided in this award, but so as not to reduce the total number of holidays prescribed therein.

Harbour Boards, Education Boards, City and Borough Councils, and Hospital Boards may observe their usual practice as to pay-days.

Save as above, all the provisions of this award shall apply to workers employed by Harbour Boards, Education Boards, City and Borough Councils, and Hospital Boards.

(b) This award shall not apply to the parties named in the Otago and Southland Carpenters and Joiners' (on Ship Work) award for work coming within the scope of that award.

(c) This award shall not apply to coal-mines.

(d) County Councils shall be bound by this award; but minor repair work such as emergency repairs to bridges, culverts, fences, guide posts, road signs, disks, and similar structures or accessories may be carried out as heretofore by workers who are members of labourers' or drivers' unions.

*Application of Award*

24. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial associ-

ation, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

*Scope of Award*

25. This award shall operate throughout the Otago and Southland Industrial District.

*Term of Award*

26. This award, in so far as it relates to wages, shall be deemed to have come into force on the 13th day of December, 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 13th day of December, 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 15th day of December, 1948.

[L.S.]

D. J. DALGLISH, Deputy Judge,  
Acting as Judge of the Court.

MEMORANDUM

The principal matters referred to and settled by the Court were as follows:—

Wages (including a claim for a weekly wage), additional payment for worker in charge, &c., tool allowance, definition of central points for suburban work, country work (subclauses (h) and (i)), general provisions (subclauses (b), (c), (d), (f), and (i)), work at fertilizer and chemical factories, wet places, height-money, and term of award.

For certain reasons a request was made that a separate award should be issued to cover employers other than builders and contractors. The Court has decided not to grant this request, but has inserted a provision in the suburban-work clause which should reasonably meet the difficulties which have arisen.

Mr. Allerby is not in agreement with the suburban work provisions, and his dissenting opinion follows.

[L.S.]

D. J. DALGLISH, Deputy Judge.

## DISSENTING OPINION OF MR. ALLERBY

I dissent from the provisions of the suburban work clause for similar reasons to my dissent in the New Zealand (except Otago and Southland) Carpenters and Joiners' award. The clause inserted in this award departs materially from the suburban-work clause in the previous award, especially in respect of carpenters living in Port Chalmers and similarly situated areas. They lose very materially in respect of travelling-time.

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