

NEW ZEALAND (EXCEPT WESTLAND AND CANTERBURY) **OIL-STORES EMPLOYEES—AWARD**

*[Filed in the Office of the Clerk of Awards, Auckland]*

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, and Otago and Southland Industrial Districts.—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 Federated Storemen and Packers (other than in Retail Shops) and Warehouse Employees' (other than Drivers and Clerks) Industrial Association of Workers, 305 Pacific Buildings, Wellesley Street East, Auckland

Auckland United Storemen and Packers (other than in Retail Shops) and Warehouse Employees' (other than Drivers and Clerks) Industrial Union of Workers, 305 Pacific Buildings, Wellesley Street East, Auckland

New Plymouth United Storemen and Packers (other than in Retail Shops) and Warehouse Employees' (other than Drivers and Clerks) Industrial Union of Workers, Devon Street, New Plymouth

Wellington United Warehouse and Bulk Store Employees' (other than Drivers and Clerks) Industrial Union of Workers, Trades Hall, Wellington

Hawke's Bay United Storemen and Packers (other than in Retail Shops) and Warehouse Employees' (other than Drivers and Clerks) Industrial Union of Workers, 56 Latham Street, Napier

Nelson Storemen and Packers' Industrial Union of Workers, 4 H.B. Buildings, Trafalgar Street, Nelson

Marlborough United Storemen and Packers (other than in Retail Shops) and Warehouse Employees' (other than Drivers and Clerks) Industrial Union of Workers, Mowat Street, Farnham, Blenheim

Otago and Southland Wholesale Storemen and Packers' Industrial Union of Workers, Third Floor, Capitol Building, Princes Street, Dunedin

Invercargill Wholesale Storemen and Packers and Warehouse Employees' (other than Drivers and Clerks) Industrial Union of Workers, Trades Hall, Esk Street, Invercargill

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

NORTHERN INDUSTRIAL DISTRICT

Associated Motorists' Petrol Co., Ltd., Oil Merchants, Western Wharf Reclamation, Auckland, C. 1.

Atlantic Union Oil Co. Ltd., Oil Merchants, South British Insurance Building, Shortland Street, Auckland, C. 1.

British Oils (N.Z.) Ltd., Oil Merchants, 60 Fort Street, Auckland, C. 1.

British Petroleum Co. of N.Z. Ltd., Oil Merchants, Ferry Bldg., Quay St., Auckland, C. 1.

- Caltex Oil (N.Z.) Ltd., Oil Merchants, Jellicoe St., Auckland, C. 1.  
 Clare and Clare, Oil Merchants, Quay Street, Gisborne.  
 Dawson and Co. Ltd., Walter, Oil Merchants, 67 Customs St.,  
 Auckland, C. 1.  
 Dominion Oil Refinery Co. Ltd., Oil Refiners and Merchants, 17-19  
 St. James Street, Auckland, C. 2.  
 Emoleum (N.Z.) Ltd., Bituminous Emulsion Manufacturers, 8 Win-  
 stone Building, Queen Street, Auckland, C. 1.  
 Emulsified Asphalts (N.Z.) Ltd., Bituminous Emulsion Manufac-  
 turers, Madden Street, Auckland, C. 1.  
 Paykel Bros. Ltd., Oil Merchants, Corner Lorne and St. Paul  
 Streets, Auckland, C. 1.  
 Shell Co. of N.Z. Ltd., Oil Merchants, T. and G. Building, Wellesley  
 Street West, Auckland, C. 1.  
 Spedding, J. C., Oil Merchant, Quay Street, Auckland, C. 1.  
 Tokomaru Farmers' Co-operative Co., Oil Merchants, Tokomaru Bay.  
 Vacuum Oil Co. (Pty.) Ltd., Oil Merchants, 41 Albert Street,  
 Auckland, C. 1.  
 Wakefield and Co. Ltd., C. C., Oil Merchants, Anzac Ave.,  
 Auckland, C. 1.

#### TARANAKI INDUSTRIAL DISTRICT

- Associated Motorists' Petrol Co. Ltd., Oil Merchants, Stratford.  
 Atlantic Union Oil Co. Ltd., Oil Merchants, New Plymouth.  
 Caltex Oil (N.Z.) Ltd., Oil Merchants, New Plymouth.  
 N.Z. Oil Refineries Ltd., Oil Merchants, Moturoa, New Plymouth.  
 Shell Co. of N.Z. Ltd., Oil Merchants, New Plymouth.  
 Vacuum Oil Co. (Pty.) Ltd., Oil Merchants, New Plymouth.

#### WELLINGTON INDUSTRIAL DISTRICT

- Associated Motorists' Petrol Co. Ltd., 110-116 Courtenay Place,  
 Wellington, C. 3.  
 Atlantic Union Oil Co. Ltd., Oil Merchants, Hunter Street,  
 Wellington, C. 1.  
 Barraud and Abraham Ltd., Oil Merchants, Palmerston North.  
 British Petroleum Co. of N.Z. Ltd., Oil Merchants, 39 Pipitea  
 St., Wellington, N. 1.  
 Emulsified Asphalts (N.Z.) Ltd., Kaiwarra, Bituminous Emulsion  
 Manufacturers, Wellington, N. 3.  
 Hodder and Tolley Ltd., Oil Merchants, Palmerston North.  
 Shell Co. of N.Z. Ltd., Oil Merchants, Napier.  
 Vacuum Oil Co. (Pty.) Ltd., M.L.C. Building, Hunter St.,  
 Wellington, C. 1.  
 Wellington Oil Refineries Ltd., Oil Refiners and Merchants, 152-160  
 Wakefield Street, Wellington, C. 1.  
 Wakefield and Co. Ltd., C. C., Oil Merchants, 11 Marion Street,  
 Wellington, C. 2.

#### NELSON INDUSTRIAL DISTRICT

- Atlantic Union Oil Co. Ltd., Oil Merchants, Nelson.  
 Cole and Co. Ltd., W. H., Texaco Depot, Nelson.  
 Shell Co. of N.Z. Ltd., Oil Merchants, Port Nelson.  
 Vacuum Oil Co. (Pty.) Ltd., Oil Merchants, Port Nelson.

## MARLBOROUGH INDUSTRIAL DISTRICT

Shell Co. of N.Z. Ltd., Oil Merchants, Corner of Grove and Bridge Streets, Blenheim.  
 Vacuum Oil Co. (Pty.) Ltd., Oil Merchants, Blenheim.

## OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Associated Motorists Petrol Co. Ltd., Oil Merchants, Sturdee Street, Dunedin, C. 1.  
 Caltex Oil (N.Z.) Ltd., Oil Importers, Fryatt St., Dunedin, C. 1.  
 Shell Co. of N.Z. Ltd., Motor Oil and Spirit Merchants, Corner Fryatt and Halsey Streets, Dunedin, C. 1.  
 Spencer and Dunkley Ltd., General Carriers, Vogel St., Dunedin, C. 1.  
 Vacuum Oil Co. (Pty.) Ltd., Motor Oil and Spirit Merchants, 49 Bond Street, Dunedin, C. 1.  
 Wakefield and Co. Ltd., C. C., Oil Merchants, 126 Crawford Street, Dunedin, C. 1.

*Southland*

Associated Motorists' Petrol Co. Ltd., Oil and Spirit Merchants, Spey Street, Invercargill.  
 Caltex Oil (N.Z.) Ltd., Oil Merchants, Spey St., Invercargill.  
 Shell Co. of N.Z. Ltd., Oil Merchants, Spey St., Invercargill.  
 Shell Co. of N.Z. Ltd., Oil Merchants, Gore.  
 Vacuum Oil Co. (Pty.) Ltd., Oil Merchants, Spey St., Invercargill.  
 Vacuum Oil Co. (Pty.) Ltd., Oil Merchants, Gore.

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 30th day of April, 1951, 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 31st day of October, 1949.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Industry to Which Award Applies*

1. This award shall apply to the industry carried on by oil merchants covering the importation, storage, blending, refining, distribution, or handling in any way whatsoever of oil fuels, lubricants, or other petroleum products and merchandise incidental to the business of oil merchants in or in connection with an oil or grease store.

##### *Definitions*

2. A "storeman" or "packer" for the purpose of this award shall be a worker engaged in the work of receiving, stacking, storing, packing, delivering, or handling in any way whatsoever oil or grease in tins, barrels, cases, or in bulk, or any other merchandise incidental to the business of an oil merchant in or in connection with an oil or grease store, or assisting in any of the foregoing operations; but shall not apply to head storemen unless they are substantially employed at manual labour.

##### *Hours of Work*

3. (a) The ordinary hours of work shall not exceed forty per week, nor shall they exceed eight hours on five days of the week, from Monday to Friday inclusive, and shall be worked between the hours of 7.30 a.m. and 5 p.m. The day's work shall be continuous save only for the interval for lunch.

(b) One hour shall be allowed for the mid-day meal (which shall ordinarily be between twelve and one o'clock) on each day, but by mutual agreement between the employer and the majority of his workers less than one hour may be allowed: Provided that the meal time agreed to shall be not less than half an hour.

(c) No worker shall be employed for more than four and a half hours continuously without an interval for a meal: Provided that when overtime is being worked the tea interval shall be allowed not later than 5.30 p.m.

### *Wages*

4. The following shall be the minimum rates of wages to be paid:—

	Payable from the 7th December, 1948, to the 31st May, 1949. Per Week.			Payable on and from the 1st June, 1949. Per Week.		
	£	s.	d.	£	s.	d.
Storemen or packers . . .	6	15	6	7	5	0
Storemen (leading hands)	6	18	2	7	7	8
Oil-blender . . . . .	6	18	2	7	7	8
Pumpmen employed solely as such and who are not required to do fitter's work . . . . .	7	2	6	7	12	0
	Per Hour.			Per Hour.		
	s.	d.		s.	d.	
Casual workers . . . . .	3	6½		3	9½	

“Head storeman” is a storeman substantially employed at manual labour and in charge of other workers.

If in charge of two or more workers other than casuals and up to five such workers he shall be paid 10s. per week extra.

If in charge of over five such workers he shall be paid £1 per week extra.

A worker who is placed in charge of the operations of any department of an oil-store and has two or more other workers working regularly under his supervision shall be deemed to be a leading hand.

### *Shifts*

5. When shifts are worked outside the hours prescribed in clause 3 hereof, eight hours shall constitute the shift and forty hours the week's work, for which payment shall be made at the rate of £7 8s. 8d. per week from the 7th December, 1948, to the 31st May, 1949, and £7 18s. 2d. per week on and from the 1st June, 1949. All time worked in excess of the shift shall be paid for at the rate of time and a half for the first three hours and double time thereafter. A crib-time of half an hour shall be allowed in each eight-hour shift

without deduction from a worker's pay. This clause shall apply only when a full week's work is worked. The working of shifts shall be confined to any necessary work connected with a manufacturing process that requires continuity of operation.

### *Employment of Youths*

6. (a) Youths may be employed at not less than the following rates of wages:—

	Payable from the 7th December, 1948, to the 31st May, 1949. Per Week.			Payable on and from the 1st June, 1949. Per Week.		
	£	s.	d.	£	s.	d.
Under 16 years of age ..	1	16	0	2	0	0
16 to 16½ years of age ..	2	1	6	2	6	0
16½ to 17 years of age ..	2	7	0	2	12	0
17 to 17½ years of age ..	2	12	6	2	18	0
17½ to 18 years of age ..	2	19	6	3	5	0
18 to 19 years of age ..	3	11	0	3	16	0
19 to 20 years of age ..	4	2	0	4	8	6
20 to 21 years of age ..	4	18	0	5	5	0

(b) The proportion of youths shall be not more than one to every three adult workers or fraction of three.

(c) Youths who are called upon to do stacking of case oils or any other article of a weight exceeding 75 lb. shall be paid casual workers' rates whilst so employed.

(d) Youths at present employed at a higher wage than that prescribed herein shall not have their wages reduced.

### *Overtime*

7. (a) Except as otherwise provided in clauses 5 and 17 of this award, overtime shall be paid for in accordance with the following provisions: All time worked between 6 p.m. and 10 p.m. and between 6.30 a.m. and 7.30 a.m. shall be paid for at time and a half rates. All time worked between 10 p.m. and 6.30 a.m. on the following day shall be paid for at double time rates. Workers required to work between 5 p.m. and 6 p.m. shall be entitled to time and a half rates. Such workers on completing three hours' continuous overtime work shall be entitled to double time rates, even though the hour be earlier than 10 p.m. For work performed between 7.30 a.m. and 12 noon on Saturday time and a half rates shall be paid for the first four hours and double time thereafter: Provided that all work performed after 12 noon on Saturday shall be paid for at double time rates.

(b) Any worker having worked all day and night until the ordinary time for starting work next day and being required to continue working on into the next day shall be paid double time for all time so worked.

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

(d) When a worker is ordered back to work overtime after 6 p.m., or on Saturday, a minimum of two hours shall be paid for.

(e) Time worked during the usual meal period shall be paid for at time and a half rates.

#### *Tea-money*

8. (a) When workers are ordered back to work after 6 p.m. or after 12 noon on Saturday, Sunday, or any holiday, the employer shall provide meals or pay each worker 2s. 6d. unless such worker has been notified on the previous day that he will be required to work overtime.

(b) When workers are working overtime and continue working after midnight the employer shall make provision for a hot meal or pay each worker the sum of 2s. 6d. for a meal.

#### *General Conditions*

9. (a) A "casual worker" is an employee who is engaged by the hour.

(b) Any casual worker employed up to 5 p.m. on any day, unless notified of the termination of his employment shall, upon attending next day, be entitled to at least two hours' work or pay in lieu thereof.

(c) Any casual worker shall be entitled to one hour's notice of the termination of employment.

(d) A permanent hand is a weekly employee and not less than one week's written notice shall be given by either party of the termination of the employment.

(e) A casual worker on completion of twelve months' continuous service shall be deemed to be a permanent hand.

(f) Wages shall be paid weekly not later than Thursday and during ordinary working-hours, except in the case of the termination of the employment, when all wages due shall be paid immediately upon discharge. If any worker leaves of his own accord, an order upon the city office shall be deemed to be sufficient.

(g) The normal method of stacking cases in tiers four high shall be observed, unless special circumstances justify the adoption of other methods.

(h) Rateable deductions from the wages of workers may be made in the case of sickness, accident, or default of the workers.

### *Dirty Work*

10. (a) Workers working in close association with hot bitumen, or handling emulsified bitumen, naked liquid bitumen, naked whale oil, loose sulphuric acid, loose caustic, or melted tar, or preparing bituminous paints, or cleaning tanks, shall be paid 4d. per hour extra whilst so employed.

(b) Workers engaged in skipping or blending greases, or in cleaning drums which have been used to hold grease, fuel oil, diesel oil, and such like products, shall be paid 2d. per hour extra whilst so employed.

(c) When workers are required to enter a tank that has contained high octane aviation spirit, they shall be paid 10d. per hour extra whilst so employed.

### *Holidays*

11. (a) The following shall be the recognized holidays for all workers under this award: New Year's Day and the day following, Anniversary Day, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day. In Southland and Hawke's Bay, Show Day may be substituted for Anniversary Day.

(b) Any work done on Sunday or Anzac Day or on any of the specified holidays or on any day observed in lieu thereof shall be paid for at double time rates with a minimum payment of four hours.

(c) Should any of the above holidays, except Anzac Day, fall on a Saturday or a Sunday, then for the provisions of this award such holiday shall be observed on the following Monday. In the event of Christmas Day or New Year's Day being observed on a Monday in pursuance of the foregoing, Boxing Day and the 2nd January shall be observed on the Tuesday following.

(d) The provisions of the Factories Act, 1946, in so far as it relates to payment for holidays and for work done on holidays shall apply to all workers covered by this award.



*Annual Holidays*

12. (a) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act, 1944.

(b) At least two months' notice shall be given each worker before the commencement of his annual holidays. The annual holidays shall be given within three months from the time they become due.

(c) Workers entitled to receive holidays provided in this clause shall be paid all wages due, including the holiday period, prior to the commencement of the holidays.

*Overalls, &c.*

13. Employers shall provide all workers engaged skipping grease and lubricating-oil and filling containers with bituminous emulsion with canvas aprons or overalls. Workers in bituminous-emulsion plants and workers engaged in cleaning drums shall be supplied with overalls, and also with clogs when necessary. Gum boots shall be supplied to workers when cleaning tanks. Workers handling drums shall be provided with suitable gloves. All equipment supplied under this clause shall remain the property of the employer, and on the completion of the work the equipment shall be returned to the foreman in charge.

*Rest Periods*

14. (a) A rest period of ten minutes shall be allowed each morning and afternoon.

(b) Workers employed on overtime for a period of more than three hours shall be allowed a rest period of ten minutes after having completed the first two hours; one rest period only shall be given in every continuous four hours' work.

(c) Shift workers shall be allowed two rest periods of ten minutes in each shift.

*Accommodation*

15. The employer shall provide adequate and satisfactory dining room accommodation, lavatory accommodation, and a separate room in which to change clothes. He shall also provide sufficient wash-hand basins with hot and cold water, and facilities for boiling water at meal times. He shall also supply sufficient soap and towels for all employed under this award.

*First-aid*

16. A first-aid medical outfit to the satisfaction of the Inspector of Awards shall be provided and maintained in all stores and shall be at all times accessible to each worker.

*Watchmen*

17. (a) Watchmen may be employed at a wage of £7 per week from the 7th December, 1948, to the 31st May, 1949, and £7 6s. 5d. per week on and from the 1st June, 1949.

(b) The ordinary hours of work of watchmen shall be forty per week.

(c) Time worked by watchmen in excess of forty hours in any week shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(d) The following shall form part of the duties of a watchman:—

- (i) Cleaning offices and mess-room:
- (ii) Weeding garden plots:
- (iii) Cutting lawns or grass.

(e) Watchmen when called upon to perform any duties other than watching or those duties set out in paragraphs (i), (ii), and (iii) of subclause (d) hereof during their ordinary period of watching shall receive 9d. per hour extra whilst so employed.

(f) The rate of wages for casual watchmen employed for less than six consecutive shifts shall be not less than 3s. 8d. per hour. For all work done in excess of eight hours per shift or forty hours per week casual watchmen shall be paid at the rate of time and a half for the first four hours and double time thereafter.

*Disputes*

18. The essence of this award being that the work of the employer 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 specifically 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.

### *Right of Entry Upon Premises*

19. 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 unreasonably with the employer's business.

### *Workers to be Members of Union*

20. (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*

21. (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.

#### *Notification*

22. The employer shall, on written request, supply to the secretary of the union the names of all workers employed by him under this award; but not more often than six times each year.

#### *Copy of Award*

23. The employer shall exhibit at all times a printed or typewritten copy of the award in such a position that it may be easily read by the workers in each establishment.

#### *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 association, or employer who, not being an original party hereto, is,

when the 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 districts to which this award relates.

*Scope of Award*

25. This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, and Otago and Southland Industrial Districts.

*Term of Award*

26. This award, in so far as the provisions of clauses 4, 5, 6, and 17 (a) relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 7th day of December, 1948, and so far as all other provisions of the award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 30th day of April, 1951.

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 31st day of October, 1949.

[L.S.]

A. TYNDALL, Judge.

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MEMORANDUM

The principal matters settled by the Court were as follows: Wage rates (clauses 4, 5, and 6), overtime (clause 7 (a)), rates of additional payments for dirty work in clause 10, holidays (clause 11 (a)—inclusion of words "for all workers under this award"), annual holidays (clause 12 (a)), provisions relating to watchmen (clause 17 (a), (b), (c), (e), and (f)), danger money, and terms of award including operative date of provisions relating to rates of wages.

In compliance with the direction of the Legislature contained in s. 89 (8) of the Industrial Conciliation and Arbitration Act, 1925, as amended by s. 21 of the Statutes Amendment Act, 1948, certain rates of wages have been made to take effect from the 7th December, 1948, the date first appointed for the hearing of the dispute by a Conciliation Council.

A. TYNDALL, Judge.