

OTAGO AND SOUTHLAND CARPENTERS AND JOINERS (ON SHIP WORK)—
INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Dunedin]

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 this 30th day of March 1960 between the—

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

Southland Carpenters and Joiners and Joiners' Machinists Industrial Union of Workers;

(hereinafter called "the union") and the undermentioned firms and companies:

Love Construction Co. Ltd., Port Chalmers

The N.Z. Shipping Co. Ltd., Dunedin

The N.Z. Shipping Co. Ltd., Invercargill

Shaw, Savill and Albion Co. Ltd., Dunedin

Shaw, Savill and Albion Co Ltd., Bluff

Tapley, Swift Shipping Agencies Ltd., Dunedin

Union Steam Ship Co. of N.Z. Ltd., Dunedin

Union Steam Ship Co. of N.Z. Ltd., Invercargill

J. E. Watson and Co. Ltd., Invercargill

Otago and Southland Waterside Employers' Industrial Union of Employers, Dunedin

(hereinafter referred to as the "employers") whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:

1. That the terms, conditions, stipulations and provisions contained and set out in the Schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe and perform every matter and thing by this agreement and by the said terms, conditions, stipulations and provisions respectively required to be done, observed and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

THIS agreement shall apply to carpenters and joiners and joiners' machinists performing carpentering and joinery and joinery machinists' work in connection with the loading and discharging of ships, including insulation incidental to preparation for loading cargo.

Hours of Work

1. (a) Forty hours shall constitute a week's work, of which eight hours shall be worked between the hours of 8 a.m. and 12 noon and 1 p.m. and 5 p.m. on five days of the week, Monday to Friday (both days inclusive).

(b) A "smoko" break of 15 minutes shall be allowed in accordance with the existing custom.

Holidays

2. (a) For all work done on Boxing Day, New Year's Day, 2 January, Easter Monday, Labour Day, the birthday of the reigning Sovereign, and Anniversary Day, double time rates shall be paid; and for all work performed on Christmas Day, Good Friday, Anzac Day and Sundays a rate of 15s. per hour shall be paid.

(b) If any of the prescribed holidays, except Anzac Day falls on a Saturday or Sunday, the holiday shall be observed on the next succeeding working day or days.

(c) A worker whose name is on the register, who is employed or who attends for employment on eight working days during the 12 working days immediately preceding any of the undermentioned holidays shall receive payment for the holiday of eight hours at the ordinary time rate of pay; New Year's Day, 2 January, Good Friday, Easter Monday, Anzac Day (except when observed on a Saturday or Sunday), the birthday of the reigning Sovereign, Labour Day, Anniversary Day, Christmas Day and Boxing Day, provided that, should any worker become entitled to payment for any of these holidays through accepting employment off the waterfront, the amount paid to him for such holiday shall be deducted from the amount due to him under this clause.

(d) Any registered carpenter who is in receipt of compensation for injuries sustained in the industry shall be entitled to payment for any holiday which may fall within his period of incapacity to the extent of the difference between compensation and the amount payable for one day's holiday.

(e) Any registered carpenter absent genuinely sick (supported by medical certificate) who has been credited as available for work for eight or more of the 12 working days preceding the holiday shall be entitled to receive payment for the holiday.

(f) Workers other than registered carpenters who have been employed within the three weeks preceding any of the abovenamed holidays and who are not otherwise entitled to payment for such holiday or holidays shall be paid 8½d. per hour holiday pay for each hour worked within the said three weeks with respect to each holiday, with a maximum payment equivalent to eight hours at the ordinary time rate of pay for each such holiday. Any payments under this sub-clause shall not affect the provisions of sub-clause (a) hereof.

(g) *Annual Holiday*—Registered carpenters who have been regularly employed or who have regularly attended for employment during the year shall be allowed two weeks' annual holiday and shall be paid an amount equal to two weeks' pay for 80 hours at the ordinary rate of pay. The annual period of employment shall be deemed to commence on 1 August in each year. The test for regularity of employment or availability for employment shall be the payment of the weekly guaranteed wage, but should any instance arise where a worker is held by the employer not to have qualified for payment of the full annual holiday the union may refer such case for decision by a disputes committee under clause 18 hereof, and this shall also apply in regard to men who have been unavailable for work for periods not exceeding 144 days in the case of accident within the industry, and 72 days in the case of genuine illness. The worker shall be deemed to be available for work during absence on annual holiday granted in accordance with these conditions.

(h) Workers other than registered carpenters shall receive annual holiday pay equal to one twenty-fifth of all hours worked computed at the ordinary hourly rate of pay, but the total payment hereunder shall not exceed the equivalent of 80 hours ordinary time pay in any one year as from 1st August in each year.

Overtime

3. (a) Overtime shall be worked as required by the employer. All time worked outside of or in excess of the hours mentioned in clause 1 hereof shall count as overtime, and shall be paid for at the rate of time and a half from 6 p.m. to 9 p.m., double time from 9 p.m. to 11 p.m., and 15s. per hour hereafter.

(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 rates for all time worked on the second day, except that where the second day is a Saturday, Sunday or holiday, 15s. per hour shall be paid.

(c) Any worker having worked all day and having continued to work until after midnight shall be given eight hours off or be paid double rates for all time worked on the second day (except as provided in sub-clause (b) hereof). No worker shall be directed to delay commencing work until a later hour in the forenoon than the ordinary starting time for the purpose of evading the provisions of this clause.

(d) No worker shall be required to work more than four hours continuously without a meal, except when required by the employer to work a meal hour or in cases of emergency such as getting holds or compartments ready for cooling down, in which case the time shall be extended to five hours, and double time rates shall be paid for the fifth hour. Any worker being required to work during the meal hour shall be paid double ordinary time rates for such hour, except when the tea hour is worked on any night or the fifth hour or the meal hour is worked on a Saturday, Sunday or holiday, the rate shall be 15s. per hour.

(e) The rate 15s. provided for herein is fixed, and shall not be variable according to any fluctuation which may take place in ordinary time rate of pay.

(f) *Payment of Meal Money*—Carpenters who are required to work after 6 p.m. on any day or after 1 p.m. on Saturdays, Sundays, holidays, Christmas Eve or New Year's Eve shall be paid meal money at the rate of 5s. per meal.

(g) Any workers required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting of such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting of such traffic, shall be paid for time occupied in travelling from or to his home, computed at 3 miles per hour at ordinary rates of pay, except that if a conveyance is provided for the worker by his employer, he shall not be entitled to payment for this travelling time.

For the purpose of this clause, "public wheeled traffic" shall mean trams, buses, trains or ferries, ordinarily used by workers travelling to and from their work.

(h) If overtime is required by the employer, the foreman or clerk in charge shall in all cases notify the men not later than 4 p.m. Mondays to Fridays, inclusive. Orders for Saturday afternoon and Sunday overtime shall be given, if reasonably practicable by 4 p.m. on Friday but in any case not later than 10 a.m. on Saturday. Any individual man or men who desire to knock off work when the vessel is working in overtime hours shall, immediately on such notification by the foreman, state whether they intend to work overtime or not. Such men, however, are to be permitted to return to the same job if still unfinished the following morning if the foreman has been so notified.

Periods of Employment

4. (a) *Ordinary Time*—Carpenters once engaged and who attend for work as instructed during ordinary hours, Mondays to Fridays inclusive shall be guaranteed employment in the port on the following basis:

- (i) Between 8 a.m. and noon—four hours employment or payment equivalent thereto.
- (ii) Between 1 p.m. and 5 p.m.—4 hours employment or payment equivalent thereto.

(b) *Overtime*

- (i) Carpenters ordered for work and who attend at 6 p.m. Mondays to Fridays, shall be guaranteed three hours employment or equivalent thereto.
- (ii) Carpenters ordered for work and who attend at 8 a.m. Saturdays shall be guaranteed four hours employment or payment equivalent thereto and if ordered back and attend at 1 p.m. shall receive further minimum of four hours.
- (iii) Carpenters who are ordered for work at 11 p.m. on any day, or who are ordered for work and attend on any Sunday or holiday shall be guaranteed a minimum of four hours employment or payment equivalent thereto, provided that if work is started the minimum shall be eight hours. If work is not commenced for any reason, the men are to be released immediately.

(c) When carpenters are ordered back after working a meal hour or part thereof the guaranteed minimum period of employment following the meal hour shall be reduced by the time worked during the meal hour.

Saturday Work

5. The rate of pay for work done on Saturday shall be time and a half between 8 a.m. and noon, double time between 1 p.m. and 5 p.m. and 15s. per hour from 5 p.m. onward.

Wages and Tool Allowance

6. (a) The minimum rate of wages to be paid to workers under this agreement shall be: For carpenters, joiners and joiners' machinists, 6s. 11d. per hour.

(b) *Tool Allowance*—The sum of 2½d. per hour shall be paid to all workers as a tool and overall allowance.

(c) *Leading Hands*—Where a worker has been specially directed by his employer to take charge of any job, such worker shall be paid 6d. extra per hour while so engaged.

(d) All wages shall be paid in full weekly in cash during working hours, either on the job or at the employers' place of business on a day mutually arranged between the union and the employers concerned. When a job finishes after the usual pay-day the balance of the wages due shall be paid within 48 hours of completion.

When a worker is dismissed or leaves of his own accord within ordinary working hours prior to the completion of the job, he shall be paid within two hours of leaving. When workers start on another ship and cannot get to the office of the former employer at either Port Chalmers or Dunedin the employer shall have wages paid to the workers where they are employed.

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

(f) Each worker shall be supplied with full details as to how the wage is made up.

Register of Carpenters

7. (a) The Otago and Southland Waterside Employers shall maintain a register of the names of carpenters who are to receive first priority of employment herein referred to as the "register" and the men whose names are listed on the register

shall be described as "registered carpenters" and such registered carpenters shall be entitled to the weekly guarantee of employment under the terms and conditions set out in clause 8 hereof.

(b) The selection of and the number of men whose names are placed on the register at any time shall be at the sole discretion of the Otago and Southland Waterside Employers.

(c) Applicants for admission to the register who are otherwise suitable will be required to submit to an examination by the employers' medical officer.

(d) When any question arises as to a registered carpenter's medical fitness to perform the full work required or a registered carpenter seeks to limit his availability for or the kind of work he is to perform, he will be required to submit to examination by the employers' medical officer and it will be at the employers' discretion as to whether the carpenter's name remains on the register. In any such case the Otago and Southland Waterside Employers shall give notice to the union of such proposed removal so that the union may if it so desires have the opportunity of making representations to the employers.

(e) A registered carpenter's name may be removed from the register at the discretion of the Otago and Southland Waterside Employers. In any such case the Otago and Southland Waterside Employers shall give notice to the union of such removal so that the union may if it so desires have the opportunity of making any representations to the employers.

Guaranteed Weekly Wage at Dunedin and Port Chalmers

8. (a) Registered carpenters who attend the usual place of engagement at Dunedin and/or Port Chalmers during the hours of call between Monday and Friday inclusive, and comply with the requirements of this agreement, shall be guaranteed work in each week to the value of £12 2s. 5d. or, failing provision of such work, shall have their wages made up to that sum.

Provided that wages for work performed on Sundays and for work performed after 1 p.m. on Saturdays, tool allowance, and special payments under clause 11 shall not be taken into account in arriving at the total earnings for the week: and provided, further, that the worker shall accept any job offered to him under this agreement including transfers as provided by clause 14 hereof.

(b) A registered carpenter who is absent from the place of engagement or from the job on which he is employed for not more than one day, having received permission for such absence, shall not be debarred from the weekly minimum guarantee and shall be paid the weekly guarantee, less one-fifth.

(c) The guaranteed weekly wage provided for in this clause shall be suspended and shall have no effect where there is a suspension or substantial diminution of waterside work at the port by reason of war, earthquake, fire, epidemic, strike, lock-out, substantial stoppage, or serious diminution of work of any transport system, whether any such occurrences are in the waterfront industry in New Zealand or elsewhere.

(d) Any registered carpenter who is dismissed for misconduct or insobriety shall not qualify for payment of the guaranteed wage in that week.

Travelling Time

9. (a) *Dunedin and Port Chalmers*—(i) When workers are engaged at Port Chalmers and sent to work at Dunedin, or are engaged at Dunedin and sent to Port Chalmers, their fares shall be paid, also time occupied in travelling at the ordinary rate of pay, except when such travelling is in overtime hours when time and a half shall be paid.

(ii) When workers are engaged at Port Chalmers and sent to Dunedin or engaged at Dunedin and sent to Port Chalmers the sum of 5s. per meal shall be allowed except when notice is given on the previous day, journeymen shall provide their own lunch. Other meals, if the workers are detained to work overtime, shall be paid for by the employer in accordance with the provisions of clause 3 (f).

(b) *Invercargill and Bluff*—When workers are engaged at Invercargill and sent to work at the Bluff, the sum of 5s. per meal shall be allowed except when notice is given on the previous day, workers shall provide their own lunch. Other meals, if the workers are detained to work overtime, shall be paid for by the employer in accordance with the provision of clause 3 (f). Such workers shall be paid their fares, also time occupied in travelling shall be paid for at the ordinary rate of pay, except when such travelling is in overtime hours, when time and a half shall be paid.

10. (a) "Out-port" work means work performed by a worker which necessitates his lodging elsewhere than at his usual place of residence.

(b) A worker employed on out-port work shall be conveyed by his employer to and from such work free of charge, or his travelling expenses (with an allowance at current rates for all necessary meals) going to and returning from such work shall be paid by the employer, but once only during the continuance of the work if the work is continuous and the worker is not in the meantime recalled by his employer.

(c) The employer shall provide every worker employed on "out-port" work with suitable board and lodging while so employed.

(d) Time occupied in travelling shall be paid for at the ordinary rates, but not to a greater amount than eight hours in a day.

(e) Men employed on "out-port" work by the employers shall be in all cases paid in accordance with the rates herein prescribed.

Heat and Cold and General

11. (a) Any worker required to work in any compartment or confined space where the temperature exceeds 110 degrees Fahrenheit shall be paid at the rate of time and a half. No worker shall be compelled to work in a compartment or confined space where the temperature is above 130 degrees Fahrenheit. Should he volunteer to do so, he shall be paid an additional flat rate of 5s. per hour while working under these conditions.

(b) Workers engaged in freezing chambers where the temperature is below 35 degrees shall be paid an additional flat rate of 1s. per hour freezer money while so employed. No worker shall be required to work in a freezing chamber where the temperature is below 16 degrees Fahrenheit two hours after opening up.

(c) The person in charge of the job and representative of the workers shall determine and certify to the temperature of any place for the purpose of this clause of the agreement.

(d) When a man is required to go from a general to a refrigerated hold half an hour shall be allowed for a worker to cool down before proceeding to the latter.

(e) Workers required to work in a refrigerated hold below 35 degrees after the hatch-plugs have been fitted shall be paid an additional flat rate of 5s. per hour while working under these conditions in lieu of the freezer rate.

(f) If any worker is required to work in any place during cleaning operations, an ample supply of wet sawdust shall be provided before sweeping operations commence, to prevent the dust from rising. If any worker is required to work where the air is impregnated with dust or any like substance he shall be paid 7d. per hour extra while so engaged, and if working under closed hatches a further 7d. per hour extra while so engaged. When any worker is required to work in hatches where the air is impregnated with the dust of basic slag, 1s. 2d. per hour extra shall be

paid to the workmen while so engaged. A representative of the employers and a representative of the union shall agree whether the air is impregnated or not. A hatch shall be deemed to be under cover unless a beam and full section of plugs or hatches is removed.

(g) Disinfectant shall be provided by the employer wherever it may be deemed necessary.

(h) When any insulation repairs are required whilst a ship is in preparation for the loading of cargo, the provisions of this part of the agreement shall apply, and any worker required to handle pumice, charcoal or other insulating material, or to work in any place where the air is impregnated with the dust of any of these materials during the carrying out of insulation work shall be paid 7d. per hour extra whilst so employed, except that where the insulation material is silicate of cotton the additional rate shall be 1s. 4d. per hour.

(i) Safety belts or ladders shall be provided where deemed necessary. When a carpenter is required to work in a bosun's chair at a height of 15 ft or over and scaffolding is not erected he shall be paid a special flat rate of 4d. per hour while working under these conditions. The erection of staging shall be carried out in accordance with the General Harbour Regulations.

(j) A ship's delegate may be appointed by the men before work on ship commences and shall be recognised by the employers and workers as such.

(k) Making and repairing of gear such as chutes, walking-boards, trays and wooden gear shall be done by carpenters.

(l) When a worker is working where cheese is being handled and from which mite-dust is rising or where dusty cargo is being handled, for which the waterside workers are being paid an extra rate, carpenters shall be paid the same extra rate. Where carpenters are working alongside waterside workers and are subject to the same conditions which entitle the waterside workers to a special additional payment for adverse working conditions they shall be paid the same additional allowance.

(m) The excess over ordinary rate provided in the foregoing sub-clauses is payable in addition to the ordinary or overtime rates, as the case may be.

(n) On oversea vessels, carpenters and joiners shall repair all classes of broken, holed, or damaged cargo and containers.

(o) Any worker required to work in any compartment or between deck screened off to prevent the ingress of warm air while the freezing machinery is running shall be paid an additional flat rate of 1s. 6d. per hour while so engaged in lieu of the freezer rate.

(p) When a worker is required to work all night he shall, in lieu of payment of meal-money, be provided with meals for supper and crib, which shall be to the satisfaction of the ship's delegate. Workers shall be allowed a break of half an hour between 10 and 11 p.m. for supper and half an hour between 2.30 a.m. and 3.30 a.m. for crib without deduction of pay.

(q) No man shall be required to work in rain.

(r) When loading or discharging operations are being carried out all beams, plugs or hatches are to be shipped by the waterside workers, but may be shipped by the carpenters to complete a compartment for freezing down after they have battened it out. A compartment means the lower hold of any deck or locker.

(s) Where timber containing nails is being re-used as dunnage the carpenters shall be paid an additional flat rate of 3d. per hour. Agreement shall be reached between the employer and the carpenters as to when this clause shall apply.

(t) Any worker called upon to perform work of an unusually dirty or offensive nature shall be paid such extra rate as may be agreed upon between the employer and the union. Failing such mutual agreement the rate shall be decided by a disputes committee as provided for in clause 18, Matters Not Provided For, of this agreement.

(u) The secretary or other authorised officer of the Union of Workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter upon the premises or works and there interview any workers, but not so as to interfere with the employer's business.

Engagement of Labour

12. (a) The employer may employ any person whether actually in his service or not to engage labour on his behalf. First preference of employment shall be given to the workers on the register. When no members of the foregoing list of carpenters are available at the place of engagement between the hours for the the engagement of labour such labour shall be supplied by the union at the port concerned on the request of the employer, or the employer may engage other labour.

(b) Workers may be engaged to start work at any time during the ordinary or overtime hours on the same day or for the next working day, as may be stated by the person engaging labour.

(c) Workers so engaged shall not be entitled to travelling time or fares to and/or from the job, except as provided in clause 9 hereof, and their wages shall not commence until the time they were ordered to start work and attend on the job for which they were engaged, or at the time at which they actually start work if earlier than the time for which they were ordered.

(d) Labour shall be called between the hours of 8 a.m. and 10 a.m.: but in the event of special circumstances arising, labour may be engaged at any time by arrangement with the workers' union.

(e) Workers engaged on shipwork from outside employment shall be replaced by first priority workers when they become available, except that such workers shall be allowed to complete the day's work before being replaced.

(f) *First Priority Workers at Bluff*—After consultation with the union the employers will select the names of men to be placed on a first priority list. These workers will be given first preference of employment at Bluff and when not employed shall replace other workers.

Notice of Leave

13. (a) Where a worker has been regularly employed for 40 hours or more he shall, on being discharged, be entitled to be given two hours' notice, during which time he may put his tools in order, or he shall receive two hours' extra pay in lieu of notice.

(b) When a worker leaves for any reason other than illness, he shall give his employer or the foreman in charge of the work two hours' notice of his intention to leave.

Transfer of Labour

14. (a) Workers shall transfer from one ship or job to another ship or job as may be required by the employer, except that any individual man who does not wish to transfer in overtime hours may notify the foreman of his unavailability and, in the case of first-priority workers, the loss of overtime on that day shall not be counted against his eligibility for the minimum weekly payment, but this proviso shall not operate to permit collective refusal of transfers in overtime hours.

(b) Men who are transferred at the request of the employer from one hatch to another or from one job to another shall not lose financially by such transfer.

Stop-work Meetings

15. A stop work meeting may be held once in each month if required by the men employed, but not so as to interfere with the loading or discharging of cargo.

Foremen

16. Nothing in this agreement shall apply to foremen.

Ships' Carpenters

17. This agreement shall not apply to any carpenter or joiner who is employed from time to time on board any ship belonging to or controlled by the said employers so long as such carpenter or joiner is on the articles of any ship or is standing by the ship on sea-going wages during repair or overhaul.

Matters Not Provided For

18. The essence of this agreement 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 agreement or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this agreement, 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, if desired by either party, 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 14 days after such decision has been made known to the party desirous of appealing.

Workers to be Members of Union

19. (a) Subject to the provisions of subsection 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, it shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement.

(b) For the purpose of subclause (a) of this clause a person of the age of 18 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 agreement for workers of the age of 21 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 agreement, and shall be liable accordingly.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954, which gives to workers the rights to join the union.)

Under-rate Workers

20. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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 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 14 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.

Requirements of Economic Stabilisation Regulations

21. No worker bound by this award shall in any week be paid a lesser amount by his employer than the worker would have been entitled to be paid under this award if it had specifically applied the general order of the Court dated 18 September 1959 otherwise than by incorporation pursuant to the pronouncement of the Court dated 18 September 1959.

Scope of Agreement

22. This agreement shall operate throughout the Otago and Southland Industrial District.

Term of Agreement

23. This agreement, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on 28 March 1960, and so far as all other provisions of the agreement are concerned, it shall come into force on the day of the date hereof; and this agreement shall continue in force until the 30th day of September 1961.

In witness whereof the parties hereto have executed these presents the day and year first before written.

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

I. F. D. SUTHERLAND.

Witness to the above signature: J. A. MCPHAIL.

Southland Carpenters and Joiners and Joiners' Machinists Industrial Union of Workers—

J. P. WYATT.

Witness to the above signature: N. G. POLSON.

Love Construction Co. Ltd., Port Chalmers—

W. G. LOVE.

Witness to the above signature: J. A. MCPHAIL.

The New Zealand Shipping Co. Ltd., Dunedin—

K. F. COCHRAN.

Witness to the above signature: J. A. MCPHAIL.

The N.Z. Shipping Co. Ltd., Invercargill—

P. MACGREGOR.

Witness to the above signature: N. G. POLSON.

Shaw, Savill and Albion Co. Ltd., Dunedin—

R. A. BAY.

Witness to the above signature: J. A. MCPHAIL.

Shaw, Savill and Albion Co. Ltd., Bluff—

O. B. DEANE.

Witness to the above signature: N. G. POLSON.

Tapley Swift Shipping Agencies Ltd., Dunedin—

J. DE CLIFFORD.

Witness to the above signature: J. A. MCPHAIL.

Union Steam Ship Co. of N.Z. Ltd., Dunedin—

A. J. M. LESLIE.

Witness to the above signature: J. A. MCPHAIL.

Union Steam Ship Co. of N.Z. Ltd., Invercargill—

G. R. COLE.

Witness to the above signature: J. R. WOODS.

J. E. Watson and Co. Ltd., Invercargill—

J. A. HAMILTON.

Witness to the above signature: N. G. POLSON.

Otago and Southland Waterside Employers Industrial Union of Employers—

J. A. MCPHAIL.

Witness to the above signature: I. F. D. SUTHERLAND.
