

**OTAGO AND SOUTHLAND CARPENTERS AND JOINERS AND JOINERS'
MACHINISTS—AWARD**

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the undermentioned unions, persons, firms, and companies (hereinafter called “the employers”):

Otago Builders and Contractors Industrial Union of Employers, 20 Crawford Street, Dunedin;
Southland Builders and Contractors Industrial Union of Employers, Macauley’s Buildings, Dee Street, Invercargill.

OTAGO

Anderson and Baxter, 4 Ventnor Street, Dunedin.
Andrews and Harris, Roxburgh Hydro.
Bickerstaff and Holmquist, 2 Aln Street, Oamaru.
Bower Bros., Balclutha.
Bruce Woollen Mills Ltd., Milton.
Burns, R. J., 6 R.D., Oamaru.
Cadbury, Fry, Hudson Ltd., Dunedin.
Comber and Peters, 9 Rawhiti Street, Dunedin.
Craig, Jas., and Co., Thames Street, Oamaru.
Dominion Fertiliser Co. Ltd., Ravensbourne.
Dunedin City Corporation, Town Hall, Dunedin.
Ellis and Lowry, Warwick Street, Oamaru.
Firman, R. W., Ltd., Thames Highway, Oamaru.
Gillies, G. I., Thames Street, Oamaru.
Goodall, A. J., Ltd., 127 Gordon Road, Mosgiel.
Hindle, Thos. R., 2 Dowling Street, Dunedin.
Hogg and Co. Ltd., Robert Street, Dunedin.
Ireland, N. D., Sandringham Street, Oamaru.
Jackman, J. S., Derwent Street, Oamaru.
Kedzlie, J. D., Tamar Street, Oamaru.
Kempthorne Prosser N.Z. Drug Co., Burnside, Green Island.
McCallum and Co., Humber Street, Oamaru.
McLeod Bros., Soap Manufacturers, Cumberland Street, Dunedin.
Mackie, Jas., Ribble Street, Oamaru.
Mackintosh, Caley, Phoenix Ltd., Maclaggan Street, Dunedin.
Marshall Bros., 209 Highcliff Road, Dunedin.
Maynard and Armstrong, Thames Highway, Oamaru.
Milburn Lime and Cement Co. Ltd., Crawford Street, Dunedin.
New Zealand Breweries Ltd., 200 Rattray Street, Dunedin.
New Zealand Refrigerating Co. Ltd., Burnside, Green Island.
Oamaru Harbour Board, Oamaru.
Oamaru Woollen Mills, Spey Street, Oamaru.
Otago Education Board, Moray Place, Dunedin.
Park, R. H., Waikouaiti.
Paterson, A. J., 13 Mersey Street, Oamaru.
Patterson, W. R., Thames Highway, Oamaru.
Petrie, A., and Co., 40 Reed Street, Oamaru.
Robertson and Patterson, 16 Weaver Street, Oamaru.
Ross and Glendinning Ltd., High Street, Dunedin.
Sargood, Son, and Ewen Co. Ltd., 95 High Street, Dunedin.
Smillie, N. J., Palmerston.
Sole, S. E., College Street, Oamaru.
South Otago Freezing Co. Ltd., Paretai R.D., Balclutha.
Stringer Bros., 7 Weaver Street, Oamaru.
Swinard, R. H., 21 Lune Street, Oamaru.
Taylor, Bruce, and Co. Ltd., Box 46, Oamaru.
Taylor, G., 4 Towey Street, Oamaru.
Thompson, R., Queenstown.
Thompson and Ogg, 29 Hatfield Street, Dunedin.
Waitaki County Council, 100 Thames Street, Oamaru.
Waitaki Farmers Freezing Co. Ltd., Pukeuri Junction.
Walker, A. J., Queenstown.
Winsley, R., Ltd., Box 304, Oamaru.

SOUTHLAND

Anderson Bros., 2 Vogel Street, Gore.
 Anderson, C. D., Retreat Road, Waikiwi.
 Ashby, C. A., Main Street, Mataura.
 Ayers and Whittle, 110 Layard Street, Invercargill.
 Butler, G. B., 39 Grey Street, Invercargill.
 Cooper and Jones, 26 Crewe Street, Gore.
 Craig, Wm., and Co., 209 Chelmsford Street, Invercargill.
 Dore, H. E., Lumsden.
 Fischer, C. A., 229 Elles Road North, Invercargill.
 Fletcher Construction Co., Invercargill.
 Geary, J., Wyndham.
 Georgeson Bros., Leet Street, Invercargill.
 Gilbertson, J., and Son, 9 Mitchell Street, Invercargill.
 Gray Bros., 16 Grey Street, Invercargill.
 Hayes, E., and Son, Leven Street, Invercargill.
 Hughes, R. G., Ltd., corner of Carlyle and Tay Streets, Invercargill.
 Lindsay, H. L., 117 Grace Street, Invercargill.
 Lindsay, I. C., Riverton.
 McDermotte and Johnstone, Durham Street, Winton.
 McEwen, G., Ltd., Clyde Street, Invercargill.
 McKinnon, H., Forth Street, Mataura.
 McLellans (Invercargill) Ltd., Tay Street, Invercargill.
 McNeill and Supplies, Edendale.
 Mill, A. A., 16 Lawrence Street, Gore.
 Nieuwenhuys, M. J., Box 506, Invercargill.
 Ocean Beach Freezing Co. Ltd., 37 Tay Street, Invercargill.
 Patterson, A. B., and Sons, 19 Elles Road South, Invercargill.
 Port Craig Timber Co., Invercargill.
 Richardson, R., Ltd., Anglen Street, Invercargill.
 Scarlett, S. J., Avon Road, Clifton.
 Southland Education Board, Invercargill.
 Southland Frozen Meat Export Co., 12 Esk Street, Invercargill.
 Southland Hospital Board, Invercargill.
 Spencer, J. C., Nightcaps.
 Stephens, Builders, Ferry Road, Edendale.
 Stevenson, J. K., Ltd., corner of Spey and Kelvin Streets, Invercargill.
 Storries Ltd., Mersey Street, Invercargill.
 Town, J. A., Waianiwa.
 Willets Implements Ltd., Spey Street, Invercargill.
 Wray, J., Tokanui.
 Yeo, A. L., Waianiwa.

and the

Oamaru Branch of the Amalgamated Society of Carpenters and Joiners Industrial Union of Workers, 129 Eden Street, Oamaru;
 Otago Carpenters and Joiners and Joiners' Machinists Industrial Union of Workers, 145 Rattray Street, Dunedin;
 Southland Carpenters and Joiners and Joiners' Machinists Industrial Union of Workers, Room 16, Majestic Chambers, Dee Street, Invercargill;

(hereinafter called "the union").

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, 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 15th day of December 1960 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 4th day of February 1960.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to carpenters, carpenters and joiners, 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.

(c) On major construction projects where shift work is being operated in general, or on the construction of foundations where conditions of emergency prevail, shifts may be worked under this award upon terms and conditions which shall be mutually agreed upon between the employer and the workers' union. Failing agreement between the parties on the question as to whether shifts should be worked or as to the terms and conditions which should apply, the matter shall be dealt with as a difference under clause 25 of this award.

Wages

3. (a) The minimum rate of wages for workers covered by this award shall be:

(i) For the first week of employment with any employer, 6s. 8d. per hour.

(ii) After the completion of one week's employment with the same employer, £13 6s. 8d. per week.

(b) A worker who has been specially directed by his employer to take charge of any work, and has at least two workers under his control, shall be paid 4s. a day in addition to the above-mentioned rates.

(c) No deduction in respect of time lost by any weekly worker shall be made from the wages payable to him except for time lost by reason of the default of the worker or by reason of his illness or of any accident suffered by him. Where a weekly worker is employed on shift work under the provisions of subclause (c) of clause 2 of this award, and the whole of his working time in any day falls outside the clock hours prescribed in subclause (a) of clause 2, then one-fifth of his weekly wage may be deducted in respect of each such day.

(d) If a worker suffers injury on the job during working-hours and his condition necessitates leaving the job he shall, if necessary, be conveyed at the expense of the employer by transport suitable to his condition.

Requirements of Economic Stabilisation Regulations

4. 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.

Payment of Wages

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

(b) On all work coming within the scope of clause 13 (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.

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

(d) When a worker is discharged or leaves, he shall be paid all wages, overtime, etc., immediately upon ceasing his employment: Provided that where the requisite notice has not been given by the worker he shall be paid on the next regular pay-day.

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

Termination of Employment

6. Four hours' notice of termination of employment shall be given by either party when the employment is on an hourly basis, and one week's notice of termination when the employment is on a weekly basis. In either case the worker shall be entitled to spend two hours in putting his tools in order.

Tool Allowance

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

(b) If a worker is required to supply his own tools, and if between the time when work ceases for the day and the time when work is resumed on the job on the next day or any subsequent day, damage to the tools or loss of tools is caused by fire or theft, the employer shall compensate the worker to the full extent of his loss, provided that the tools have been stored by the worker in the place and in the manner directed by the employer or his representative.

Overtime

8. (a) All work done outside 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: Provided that any time worked between the hours of 10 p.m. and 7.30 a.m. next day shall be paid for at double time rates.

(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 receive not less than four hours' pay at overtime rates. If five hours or more are worked, not less than eight hours shall be paid at overtime rates: 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

9. (a) The following shall be the recognised 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) The employer shall pay one-tenth of a day's ordinary wages to each worker in respect of each ordinary day worked by him for that employer during the fortnight ending on the day of any holiday referred to in subclause (a) of this clause: Provided that for the purposes of this subclause workers whose employment is covered by this award shall be deemed to be subject to the provisions of section 28 (2) of the Factories Act 1946, as amended by section 6 of the Factories Amendment Act 1956.

(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) Any work done on any of the above holidays, or on Sundays shall be paid for at double time rates, in addition to any payments under subclause (a) of this clause.

Annual Holidays

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

Stoppage of Work

11. (a) Any worker, other than a weekly 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. This subclause shall have no application to weekly workers.

(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

12. (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 $1\frac{1}{2}$ 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 $1\frac{1}{2}$ 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, Mosgiel, 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 water-tower, 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

13. (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 worker 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 worker who is called up 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 and lodging. Suitable board and lodging shall include the providing of standard mattresses and spring 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 25 of this award.

(g) Where suitable board and lodging is not provided by the employer at 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 50 miles from the employer's place of business the worker shall be paid his return fare to and from the worker's genuine place of residence if within the industrial district covered by this award, or otherwise if not more than 50 miles north of the northern boundary of such district, once every three weeks during the continuance of the work.

When the work is situated over 50 miles from the employer's place of business, the payment shall be made once in each six weeks.

(i) Notwithstanding anything contained herein, and subject to the provisions of subclause (e) of clause 9 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 time and a third in addition to the ordinary rate.

General Provisions

14. (a) Any worker working with loose silicate of cotton shall be paid 1s. per hour extra whilst so engaged, and any worker working with pumice, charcoal, 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 4d. per hour extra while so employed, and shall be allowed 10 minutes' spell after two hours have been worked continuously without any reduction in wages.

(b) Any worker required to work in any compartment or confined space where the heat exceeds 110 degrees Fahrenheit shall be paid 2s. 9d. per hour extra whilst so employed. No worker shall be compelled to work in any place where the temperature has been raised above 150 degrees.

(c) Workers engaged in the demolition of a building or any part thereof, or in repairs to or demolition of any building or fittings destroyed or damaged by fire, shall be paid 4½d. per hour extra while so employed.

Workers engaged on underpinning or reblocking work to existing buildings where the floor is 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, creosote, or paint is wet, shall be paid 2½d. per hour extra while so engaged.

Workers shall be allowed adequate time for cleaning purposes before lunch and at the completion of the day's work.

(d) Any worker called upon to use his own saw in sawing reused concrete boxing shall be paid ½d. per hour extra while so employed.

(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, augers of all sizes, star drills, bits not ordinarily used in a brace (including l'hommedeau bits), dowel plates, trammels, hand and thumb screws, and all tools required for all materials other than wood.

(f) Each employer shall provide on the works adequate and properly secured weatherproof shed accommodation in which workers may change their clothes and store their tools, with a minimum of 12 sq. ft. per man. Such accommodation shall have a wooden floor, seats, and a receptacle for rubbish. No building materials or employer's equipment shall be stored in the change-shed while it is being used by the workers.

(g) On every job an adequate dust-proof first-aid emergency case shall be kept by the employer in a convenient and accessible position.

(h) A morning and afternoon tea break of 10 minutes shall be allowed without deduction of pay to all workers.

(i) Any worker called upon to perform work of an unusually dirty, hazardous 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 25 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, six months after completion of such work, shall be further examined in a similar manner.

(k) No worker shall be required to work on a roof or roofs which are covered with material of a brittle nature unless and until safety precautions provided in Government regulations covering such work have been taken to prevent injuries to workers in the event of such material breaking.

(l) Workers employed in hospital wards where they are exposed to germs of infectious diseases shall be provided with protective equipment necessary to guard them against infection. Furniture and hospital equipment removed from such wards shall be fumigated before men are required to work on it.

(m) The employer shall provide for the workers sufficient proper sanitary accommodation, enclosed, roofed, and ventilated to the satisfaction of the Inspector of Awards, and shall maintain the same in a clean and sanitary condition. A flyproof cover and seat shall be provided if the toilet or convenience is not connected to a sewerage system, and toilet paper provided.

Chemical and Fertiliser Factories

15. Workers employed in or about a chemical-fertiliser or chemical factory shall be provided with overalls, boots, and gloves when exposed to acid fumes. When working in places where the air is impregnated with the dust of chemical manures, or handling material impregnated with acid such a worker shall be paid 4½d. per hour extra.

Wet Places

16. Where workers are called upon to work in water, slush, mud, wet concrete 1 in. or more in depth, or wet vegetation 6 in. or more in depth, the employer shall provide such workers with gumboots to the satisfaction of the workers and shall pay them 2½d. per hour extra. If proper gumboots are not supplied in such circumstances, the employer shall pay the workers a total payment of 6d. per hour extra. Where the gumboots are supplied by the employer such gumboots shall be sterilised by the employer in accordance with the Department of Health Regulations.

Abattoirs and Freezing-works

17. When in abattoirs and freezing-works the nature of the work to be done is dirty and objectionable, workers regularly employed therein, while on such work, shall be supplied with overalls, gloves, and boots when supplied to other workers.

Spray-painting

18. Workers employed in a room where paint-spraying is in process shall be provided with respirators, and with one pint of milk daily.

Height-money

19. (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, 3d. per hour extra.

For heights exceeding 70 ft and up to and including 105 ft, 5d. per hour extra.

For heights exceeding 105 ft and up to and including 140 ft, 8d. per hour extra.

For heights exceeding 140 ft and up to and including 170 ft, 10d. 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 5d. per hour extra while so employed. For the purpose of this clause, uncovered joists shall not be regarded as a break in the fall.

Depth-money

20. When workers are required to undertake carpentering work in shafts, sumps, pier holes, or trenches over 6 ft in depth they shall be paid the following extra payments for the actual time during which they are so employed:

Over 6 ft and up to and inclusive of 12 ft, 3d. per hour extra.

Over 12 ft and up to and inclusive of 20 ft, 4d. per hour extra.

Over 20 ft: the last-mentioned rate, plus 2d. per hour additional for every 7 ft over 20 ft.

Meal-money

21. (a) Employers shall allow meal-money at the rate of 5s. per meal when workers are required to work after 6 p.m., provided such workers cannot reasonably get home for a meal.

(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

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

Piecework

23. (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.

Right of Entry, etc.

24. (a) The secretary or other authorised officer of the union of workers shall, with the consent of the employer (which consent shall not unreasonably be 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.

(b) Upon written application by the secretary of the union in the district, the employer shall supply the names of all workers in his employ who are engaged on work coming within the scope of this award, but the employer shall not be under any obligation to supply such information more than once in every six months.

Disputes

25. 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 14 days after such decision has been made known to the party desirous of appealing.

Workers to be Members of Union

26. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, 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 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 award 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 award, 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 right to join the union.)

Under-rate Workers

27. (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 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.

Exemptions

28. (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 herein.

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

29. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every industrial union, industrial association, 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

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

Term of Award

31. This award, 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 the 15th day of December 1959, 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 15th day of December 1960.

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 4th day of February 1960.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.

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OTAGO AND SOUTHLAND CARPENTERS AND JOINERS AND JOINERS'
MACHINISTS—APPLICATION FOR AMENDMENT OF AWARD

in the Court of Arbitration of New Zealand, Otago and Southland Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954: And in the matter of an application for amendment of the Otago and Southland Carpenters and Joiners and Joiners' Machinists Award, dated the 4th day of February 1960, and recorded in 60 Book of Awards.

Award, Amendment of—Award Embodying Terms of Settlement—No Mistake Made by Court—Industrial Conciliation and Arbitration Act 1954, ss. 130 and 162 (1)

A union of employers sought amendment of a clause of the award. The award, embodying the terms of settlement arrived at by the parties in conciliation, was made in accordance with section 130 of the Industrial Conciliation and Arbitration Act 1954. The applicant submitted that the clause did not convey the real intention of the parties. The opposing unions of workers submitted that the proposed clause would not have been agreed to.

Held: Since no mistake was made by the Court or its staff, the representatives of the parties were not agreed and the documents forwarded to the Court had been checked and signed by authorised persons, the Court was not justified in granting the application.

Memorandum to Canterbury Retail Grocers' Assistants Award (58 B.A. 513) referred to.

JUDGMENT OF THE COURT, DELIVERED BY TYNDALL, J.

THE Court has before it an application by the Otago Builders and Contractors Industrial Union of Employers requesting the Court to amend the Otago and Southland Carpenters and Joiners and Joiners' Machinists Award made on 4 February 1960.

The application is made pursuant to section 162 (1) (a) of the Industrial Conciliation and Arbitration Act 1954. It is supported by the Southland Builders and Contractors Industrial Union of Employers and is opposed by the New Zealand Carpenters and Joiners and Joiners' Machinists Industrial Association of Workers on behalf of three of its affiliated unions, namely, the Otago Carpenters, Joiners and Joiners' Machinists Industrial Union of Workers, the Southland Carpenters and Joiners and Joiners' Machinists Industrial Union of Workers, and the Oamaru Branch of the Amalgamated Society of Carpenters and Joiners Industrial Union of Workers.

The proposed amendment is that the words "in addition to the ordinary rate should be deleted from clause 13 (i) of the award. The award was made under section 130 of the statute and embodies the terms of settlement arrived at by the parties in the Council of Conciliation. The terms of settlement were reduced to writing and executed in the manner prescribed by section 130.

Clause 13 (i) of the award corresponds accurately with the provision recorded as having been agreed upon in conciliation. It is most unusual in form and effect and appears for all practical purposes to be inoperative. The applicant union of employers submitted that the clause does not convey the real intention of the parties. The opposing unions of workers on the other hand submitted that the clause in its proposed amended form would not have been agreed to in conciliation by the assessors representing the workers, and consequently a complete settlement would not have been reached.

We do not doubt that the employers have made the application in all good faith, but an extremely important principle is at stake.

No mistake was made by the Court or its staff. The representatives of the parties are not agreed that a mistake was made in Conciliation Council, or that the clause does not convey the real intention of the parties. The documents forwarded to the Court were checked and signed by the persons authorised to do so. Under these circumstances the Court does not feel justified in granting the application as it would involve the creation of a very dangerous precedent which could lead to serious undermining of the work of councils of conciliation. Incidentally we would draw attention to the memorandum to the Canterbury Retail Grocers' Assistant Award (58 Book of Awards 513) in which it is indicated that the Court declined to vary a clause which had been agreed upon in conciliation, but which, according to the advocate for the union of workers, had been agreed upon under a misconception. Finally we would point out that the Otago and Southland Carpenter Award under consideration expires on 15 December 1960 and consequently proceedings for a new award for the district may be initiated in less than six weeks time when clause 13 (i) can be reviewed by all concerned.

Mr Hewitt is not in agreement and his dissenting opinion follows.

Dated this 9th day of September 1960.

[L.S.]

A. TYNDALL, Judge.

DISSENTING OPINION OF MR HEWITT

I appreciate the principle involved in the decision of the Court. In this case however, clause 13 (i) is so obviously at variance with the intent of "Country Work" provisions that I think the alteration requested should have been made.