

(10653.) NORTHERN INDUSTRIAL DISTRICT ELECTRICAL
WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925 ; and in the matter of an industrial dispute between the Auckland Electrical Workers' Industrial Union of Workers (hereinafter called " the union ") and the undermentioned persons, firms, and companies (hereinafter called " the employers "):—

- Allum Electrical Co., Ltd., Anzac Avenue, Auckland, C. 1.
- Alton and Norton, 32 Kowhai Street, Kingsland, Auckland.
- Anderson, W. P. J., and Co., Durham Street West, Auckland, C. 1.
- Archer, G., 9 Arthur Street, Ponsonby, Auckland.
- Billings, G. E., Three Lamps, Ponsonby, Auckland.
- Bishop (Electric Fitments), Anzac Avenue, Auckland.
- Blake, A., 10 Raumati Road, Remuera, Auckland.
- Blomfield, A. T., 16 Henry Street, Avondale, Auckland, S.W. 3.
- Blomfield, R., St. Heliers' Bay, Auckland, E. 1.
- Bowley, C. E., 13 Warwick Avenue, Grey Lynn, Auckland.
- Brierly, A. G., 4 Park Hill Road, Morningside, Auckland.
- Brooker, A., 14 Ward Terrace, Sandringham, Auckland.
- Brown, Donald, Karangahape Road, Auckland.
- Buckle, S. G., 29 Huntingtree Avenue, Sandringham.
- Burnnand, G. C., 60 King George Avenue, Epsom, Auckland.
- Burt, A. and T., Ltd., Customs Street, Auckland, C. 1.
- Clark Electrical Co., 73 Pah Road, Epsom, Auckland.
- Claude Neon Lights of N.Z., Ltd., 177 Symonds Street, Auckland, C. 1.
- Codlin, J., 5 Royal Terrace, Remuera, Auckland.
- Coyle, A. H., 391 Mount Eden Road, Auckland.
- Crosher, Wm., and Sons, Ltd., Lorne Street, Auckland, C. 1.
- Cuff and Thomson, Ltd., 542 Manukau Road, Epsom, Auckland.
- Darvill and Barley, Kingston Street, Auckland.
- Denham, A., 6 Seddon Street, Otahuhu, Auckland.
- Electric Construction Co. of N.Z., Fort Street, Auckland, C. 1.
- Electrical Maintenance Co., 130 Symonds Street, Auckland.
- Electrolux Ltd., Customs Street, Auckland, C. 1.
- Franchi, A., Royal Oak, Epsom, Auckland.

- Fray Electrical, Ltd., Wellesley Street, Auckland.
 Gouk and Sullivan, 79 Wellesley Street West, Auckland.
 Grant, D., 174 Great South Road, Auckland.
 Harper, H. E., 13 Hinemoa Avenue, Devonport, Auckland.
 Harris, A., 162 Khyber Pass, Auckland.
 Hayhow, C. H., 7 Kenyon Avenue, Mount Eden, Auckland.
 Haywood, J. E., Paykel's Building, Anzac Avenue, Auckland.
 Henderson, J., and Co., Ltd., Broadway, Newmarket, Auckland, S.E. 1.
 Hunt, G. H., and Sons, 128 Ponsonby Road, Auckland, C. 2.
 Hunter and Robinson, Ltd., High Street, Auckland, C. 1.
 Huston, C. J., 15 Highland Road, Mount Albert, Auckland.
 Jordan, N. S., Selwyn Road, Kohimarama, Auckland.
 Ker, W., Willow Street, Te Papapa, Auckland.
 Kraetzer, F. C., 23 Cumberland Avenue, Westmere, Auckland.
 Landon, N. T., Station Road, Papatoetoe.
 Moores, C., 17 Highwic Avenue, One Tree Hill, Auckland.
 McCarthy, W., Swanson.
 MacDonald, R., Victoria Lane, off Victoria Street, Auckland.
 McGregor, R. E., 16 Carrick Place, Mount Eden, Auckland.
 MacKenzie, J. A., 28 Rata Street, New Lynn.
 Maton, W., 26 France Street, Newton, Auckland.
 Millar, J. A., Customs Street East, Auckland.
 Mullenger, A. W., Wellesley Street, Auckland, C. 1.
 Mullenger, G. V., Delta Theatre, New Lynn.
 National Electrical and Engineering Co., Ltd., Customs Street, Auckland,
 C. 1.
 Northumberland Electrical Manufacturing Co., Ltd., High Street, Auckland,
 C. 1.
 O'Connell, W. J., 25 Ardmore Road, Ponsonby, Auckland.
 Osborne, W. J. S., 15 Ngapuhi Road, Remuera, Auckland.
 Parlour, W. J., 9 Komaru Street, Remuera, Auckland.
 Patterson, John, and Co., Federal Street, Auckland.
 Payne, E. A., 59 Lake Road, Devonport, Auckland.
 Penman, W. Clarke, Avondale, Auckland.
 Roberts, V. J. and F., Ltd., Anzac Avenue, Auckland, C. 1.
 Rogers, G. V., 1 Queen's Avenue, Mount Eden, Auckland.
 Ruffles, A., 1A Ireland Street, Ponsonby, Auckland.
 Ryan, E., 13 Hinemoa Road, Grey Lynn, Auckland.
 Smart, H. W., 23 Calgary Street, Sandringham, Auckland.
 Such and Batty, 164 Grafton Road, Auckland.
 Sullivan, Fred, 5 Rutland Street, Auckland.
 Swales, J. W., Jervois Road, Ponsonby, Auckland, W. 1.
 Thompson, R. H., 615 New North Road, Mount Albert, Auckland.
 Turnbull and Jones, Ltd., Wellesley Street, Auckland, C. 1.
 Turner, S., care of Fergusson Ltd., Anzac Avenue, Auckland.
 Vear and Sons, 83 Remuera Road, Auckland, S.E. 2.
 Walls, F. E., 16 Aratonga Avenue, One Tree Hill, Auckland.
 Watson, Steele, and Ganley, Ltd., Wellesley Street, Auckland, C. 1.
 Waygood-Otis (N.Z.), Ltd., 14 Rutland Street, Auckland, C. 1.
 White, A. E., 42 Ariki Street, Grey Lynn, Auckland.
 Wright, J., Wandsworth Building, Anzac Avenue, Auckland.
 Young Bros., 4 Horns Lane, Onehunga, Auckland.

 Battson, F. H., Pollen Street, Thames.
 Barker, Papakura.
 Briggs, F. H., Rotorua.
 Bunting, C. H., Thames.
 Carpenter and Conway, Te Puke.
 Clarke, W., Papakura.

Drummond, L., Whangarei.
 Edmonds, J. B., Helensville.
 Ellis and Bull, Gladstone Road, Gisborne.
 Fears, L., Huntly.
 Hall, F., and Sons, Gladstone Road, Gisborne.
 Keene, Garnett, Rathbone Street, Whangarei.
 Knight, W. O., Te Puke.
 Marshall, W. B., Pukekohe.
 Moore, H. T., Pukekohe.
 Murray, W. H., Tauranga.
 Niven, J. S., and Co., Gisborne.
 Oldham, G., Hamilton.
 Roose Shipping Co., Hamilton.
 Smith, E. P., Tauranga.
 Spence, L. T., Te Awamutu.
 Spender, P., Rawene.
 Thomas and Holland, Hamilton.
 Vaughan, C. E., Katikati.
 Wallace, D. McL., Te Aroha.
 Wharfe, O. M. R., Pukekohe.
 Wilkinson, J., Cambridge.
 Williams Radio and Electrical Service, Waiuku.
 Williams, P. J., Kerikeri.
 Woolliams, L. T., Rotorua.
 Wrigley, A. E., Matamata.
 Wrigley, A. E., Te Aroha.
 Wyatt and Son, Pukekohe.

Miscellaneous—

Amalgamated Theatres, Ltd., Winstone's Building, Queen Street, Auckland.
 Auckland City Council, Town Hall, Queen Street, Auckland.
 Auckland Electric-power Board, Queen Street, Auckland.
 Auckland Farmers' Freezing Co., Ltd., Endean's Building, Queen Street,
 Auckland.
 Auckland Harbour Board, Quay Street, Auckland, C. 1.
 Auckland Hospital Board, Kitchener Street, Auckland.
 Auckland Meat Co., Ltd., Wakefield Street, Auckland.
 Auckland Transport Board, Customs Street West, Auckland.
 Australian Glass Manufacturing Co., Ltd., Penrose, Auckland, S.E. 6.
 Bay of Plenty Power Board, Opotiki.
 Cambridge Electric-power Board, Cambridge.
 Central Electric-power Board, Hamilton.
 Challenge Phosphate Co., Ltd., Anzac Avenue, Auckland.
 City Abattoirs, Westfield, Auckland, S.E. 7.
 Colonial Sugar-refining Co., Ltd., Quay Street, Auckland.
 Court, George, and Sons, Ltd., Karangahape Road, Auckland.
 Court, John, Ltd., Queen Street, Auckland.
 Farmers' Co-operative Auctioneering Co., Ltd., Commerce Street, Auckland.
 Farmers' Trading Co., Ltd., Hobson Street, Auckland.
 Fletcher Construction Co., Nelson Street, Auckland.
 Franklin Electric-power Board, Pukekohe.
 Fuller-Hayward Theatres, Queen Street, Auckland.
 Glen Afton Collieries, Ltd., Anzac Avenue, Auckland.
 Hamilton Borough Council, Hamilton.
 Hellaby, R. and W., Ltd., Quay Street, Auckland.
 H.M. Arcade and Theatre Co., Ltd., City Chambers, Queen Street, Auckland.
 Kempthorne Prosser, Ltd., Albert Street, Auckland.
 Macky, Logan, Caldwell, Ltd., Newmarket, Auckland.
 Milne and Choyce, Ltd., Queen Street, Auckland.
 N.Z. Co-operative Dairy Co., Ltd., Anzac Avenue, Auckland.

N.Z. Farmers' Fertilizer Co., Ltd., Yorkshire House, Shortland Street, Auckland.
 N.Z. Herald (Wilson and Horton, Ltd.), Queen Street, Auckland.
 N.Z. Newspapers, Ltd., Shortland Street, Auckland.
 Nathan, L. D., and Co., Ltd., Fort Street, Auckland.
 North Auckland Electric-power Board, Dargaville.
 Northern Roller Milling Co., Ltd., Quay Street, Auckland.
 Northern Steamship Co., Ltd., Quay Street, Auckland.
 Passenger Transport Co., Otahuhu.
 Poverty Bay Power Board, Gisborne.
 Price, A. and G., Ltd., Quay Street, Auckland.
 Pukemiro Collieries, Ltd., Anzac Avenue, Auckland.
 Renown Collieries, Ltd., Endean's Building, Queen Street, Auckland.
 Ross and Glendining, Ltd., Elliott Street, Auckland.
 Singer Sewing Machine Co., Lorne Street, Auckland.
 Taumarunui Borough Council, Taumarunui.
 Taupiri Coal Mines, Ltd., Ferry Building, Quay Street, Auckland.
 Tauranga Electric-power Board, Tauranga.
 Te Aroha Borough Council, Te Aroha.
 Te Awamutu Electric-power Board, Te Awamutu.
 Thames Borough Council, Thames.
 Thames Valley Electric-power Board, Te Aroha.
 Uawa County Council, Tolaga Bay.
 Union Steamship Co., Ltd., Quay Street, Auckland.
 United Repairing Co., Ltd., Quay Street, Auckland.
 Waikato Carbonization, Ltd., Chancery Street, Auckland.
 Waitemata Electric-power Board, 81 Albert Street, Auckland.
 Waitomo Electric-power Board, Te Kuiti.
 Westfield Freezing Co., Ltd., Quay Street, Auckland.
 Whakatane Borough Council, Whakatane.
 Williamsons, J. C., Pictures Inc., Ltd., Queen Street, Auckland.
 Wilson's (N.Z.) Portland Cement, Ltd., Customs Street, Auckland.
 Wilton Collieries, Ltd., Dilworth Building, Queen Street, Auckland.
 Winstone Ltd., Queen Street, Auckland.
 Wairakei Ltd., Safe Deposit Building, High Street, Auckland.
 Whangarei Borough Council, Whangarei.

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 from the 13th day of August, 1934, and shall continue in force until the 12th day of February, 1935, 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 1st day of August, 1934.

[L.S.]

A. W. BLAIR, Judge.

SCHEDULE.

Interpretation.

1. (a) "Electrical workers' work" shall mean and shall include the constructing, erecting, installing, maintaining, and repairing of all classes of electric lighting, signs, and power appliances, and of any other appliance which requires practical knowledge of electricity.

(b) Nothing herein contained shall apply to the construction, erection, or repairing of the mechanical portion of any of the above-mentioned appliances or machinery by a mechanical engineer; but nothing in this subclause shall be construed as in itself authorizing the employment of a mechanical engineer on electrical workers' work.

(c) Nothing herein contained shall apply to shift engineers, switch-board and sub-station operators, or linesmen.

(d) Nothing herein contained shall apply to work done in connection with—

- (i) Radio apparatus or appliances; nor
- (ii) The manufacture in a factory of any electrical apparatus or appliances not requiring a technical knowledge of electricity; nor
- (iii) Batteries and other electrical equipment on or intended for use on a motor-vehicle.

Hours of Work.

2. (a) Except as otherwise provided the ordinary hours of work shall not exceed eight hours on five days of the week, to be worked between the hours of 8 a.m. and 5 p.m., and four hours on the day of the half-holiday, to be worked between the hours of 8 a.m. and 12

noon; or, alternatively, eight hours and forty-eight minutes on five days of the week, to be worked between the hours of 7.30 a.m. and 5.30 p.m.

(b) In the case of special conditions arising where the stoppage of plant would disorganize the running of a factory or place of business, and it is found necessary to carry out repairs to the installation before or after the hours prescribed in subclause (a) hereof, eight hours (to be worked consecutively except for an interval of not exceeding one hour for a meal) may be worked between the hours of 7 a.m. and 7 p.m. on five days of the week, and four hours between the hours of 7 a.m. and 11 a.m. on the day of the half-holiday.

(c) Employers shall provide time-sheets or time-books for their employees, in which the employees' hours of work each day shall be entered by the workers.

Shift Work.

3. Shifts may be worked subject to the following provisions:—

(a) Where the duration of the job will be at least one working-week, three shifts of eight hours each may be worked each day, in which case workers on the two night shifts shall receive 1s. 6d. per shift in addition to their ordinary wage.

(b) When the job will last not less than three days, two shifts of twelve hours each may be worked daily, in which case all time worked in excess of eight hours each shift shall be paid for at overtime rates, workers on night shift to receive an additional 1s. 6d. per shift.

Overtime.

4. (a) Overtime shall be worked as required by the employer, and except as otherwise provided all time worked in any day in excess of the hours specified in clause 2 hereof shall be paid for at the rate of time and a half.

(b) Every worker required to work overtime after 6.30 p.m., or after 1.30 p.m. on the day of the half-holiday, shall be paid 1s. meal-money unless such worker can reasonably go home for a meal or was notified on the previous day of the intention to work overtime.

(c) Any worker having performed his ordinary day's work, and having worked overtime at rates as provided herein until the ordinary time for commencing work next day and being then required to continue working, shall be paid at time-and-a-half rates so long as he works continuously thereafter: Provided that a worker being required to work continuously shall not thereafter be stood down for a lesser period than four hours.

Holidays.

5. Time worked on Sundays, Good Friday, and Christmas Day shall be paid for at double time rates. Time worked on New Year's Day, Easter Monday, Anniversary Day, Labour Day, and Boxing Day shall be paid for at the rate of time and a half.

Wages.

6. (a) Journeymen electrical workers shall be paid a minimum wage of 1s. 11d. per hour.

(b) Any one receiving a higher rate of wages than herein prescribed shall not have his wages reduced during his present employment.

(c) Any journeyman who is placed in charge of three or more men, not including apprentices, shall be paid 1s. 2d. per day in addition to the ordinary wages.

(d) Wages shall be paid weekly and in cash.

Improvers.

7. An apprentice having completed his term of apprenticeship and not being the holder of a wireman's license under the Wiremen's Registration Act, 1925, may be employed as an improver for one year after the expiration of the period of his apprenticeship, either by the employer with whom he has been apprenticed or by any other employer, at not less than 1s. 6d. per hour for the first six months and 1s. 8d. per hour for the next six months.

Suburban Work.

8. (a) Work done elsewhere than at the principal shop of the employer, and over two and a half miles from the corner of Symonds Street and Khyber Pass in the case of Auckland City Suburban area, or work done elsewhere than at the registered shop of the employer and over two and a half miles from the chief post-office of any other town or district, shall be considered suburban work, and journeymen employed thereon 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 two-and-a-half-mile radius before mentioned shall be allowed and paid for by the employer. No journeyman residing less than two and a half miles from the place where the work is to be performed, by the nearest convenient mode of access for foot-passengers, shall be entitled to the allowance mentioned in this clause.

(b) If any journeyman 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.

(c) On suburban work where by reason of train or ferry it is inconvenient to work the hours specified in clause 2 hereof, it shall be competent for the workers and the employer to agree that the hours of work be extended: Provided that in no case shall work commence before 7.30 a.m., or exceed nine hours per day or forty-four hours in any week, at the rates of pay provided by clause 6 hereof, and that this subclause shall not apply to work done after noon on Saturday.

(d) The foregoing shall not restrict the right of any employer from engaging any worker who applies on a suburban job (and not at the employer's place of business) for work thereon without making any payment in respect to the cost of fares or time spent in travelling to or returning from any such suburban job.

Country Work.

9. (a) "Country work" means work performed by a worker which necessitates his lodging elsewhere than at his usual place of residence.

(b) Workers who are required to proceed to country work as aforesaid shall be conveyed by the employer to and from such work free of charge, or their travelling-expenses going to and returning from such work shall be paid by the employer, but once only during the continuance of the work unless the worker is recalled and again sent to the job.

(c) Time occupied in travelling during ordinary working-hours, once each way, shall be paid for at ordinary rates.

(d) Workers employed upon country work shall be paid an additional sum of 4s. 2d. per day for six days in the week, but the employer may in lieu thereof provide them at his own expense with suitable board and lodging: Provided that where, through circumstances within the control of the employer, a worker is employed upon country work for a period of less than six consecutive days, the employer shall provide or cause to be provided to such worker suitable board and lodging, and cannot elect to make payment of the allowance referred to in lieu thereof.

(e) All overtime worked whilst on country work shall be paid for at ordinary time rates.

(f) Subsections (a), (b), (c), and (d) shall not apply to any worker specially engaged for any particular country job, nor to any employee who agrees with his employer to proceed to a country job estimated to last two weeks or longer on terms and conditions other than specified in this clause.

(g) Saloon steamer and second-class railway fares shall be paid by the employer.

Notice of Leaving or Dismissal.

10. In the case of dismissal, except for misconduct, of any worker he shall be given one hour's notice, and any worker leaving of his own accord shall give one hour's notice or forfeit one hour's pay.

Tools.

11. The employer shall see that each journeyman is supplied with conduit-fitting tools, which shall comprise stocks and dies, pipe-vice, hack-saw blades, and files, and when necessary shall provide soldering-bolts, plugging-chisels, blow-lamps, spanners, and foot-print pliers

(when of unusual size), all augers. In the event of tools being lost through carelessness on the part of the employee, they shall be replaced by the employee responsible for their safety.

General Conditions.

12. Repairs shall not be done in lift-shafts or other dangerous places of a similar nature when the same are in ordinary use.

Exemptions.

13. The foregoing provisions of this award shall, in respect of the employers mentioned in subclause (d) hereof, be modified in the manner following, that is to say:—

(a) Forty-four hours shall constitute a week's work, but may be worked within such hours as the exigencies of the employment may reasonably require, but shall not exceed eight in any one day.

(b) Overtime shall be paid for any time worked in excess of eight hours on five days of the week, or four hours on the statutory half-holiday, at the rate of time and a half.

(c) This award shall not apply to any worker employed by the Auckland Gas Company who is treated by the company as a worker under any Auckland Plumbers' or Engineers' Award in force during the currency of this award.

(d) The following are the parties above referred to:—

- The Auckland City Council, Auckland.
- The Auckland Harbour Board, Auckland.
- The Colonial Sugar-refining Co., Auckland.
- The Devonport Steam Ferry Co., Auckland.
- The N.Z. Co-operative Dairy Co., Ltd., Hamilton.
- The N.Z. Farmers' Fertilizer Co., Ltd., Auckland.
- The Opotiki Borough Council, Opotiki.
- A. and G. Price Ltd., Thames.
- The Tauranga Borough Council, Tauranga.
- Wilson and Horton, Ltd., Auckland.
- Wilson's (N.Z.) Portland Cement Co., Ltd., Auckland.
- Westfield Freezing Co., Ltd., Quay Street, Auckland.

(e) Shipping companies are respectively bound by such only of the provisions of this award as relate to the payment of the minimum rates of wages and overtime and the observance of Sundays and holidays: Provided that this award shall not apply to any engineer or electrician who is on the articles of any ship or is standing by such ship on sea-going wages during repair or overhaul.

(f) The following special provisions shall apply in respect to coal-mining companies parties to this award: That, provided the wages and conditions of employment remain as at present, they shall be

exempt from the provisions of this award. The Court reserves the power to strike them out of the list of parties to this award on the making of any agreement or award in the coal-mining industry in which electricians are specially provided for.

Preference.

14. (a) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within seven days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same. The provisions of this subclause relating to the dismissal of workers shall apply, with equal effect, to any worker coming within the scope of this award engaged since the 14th day of October, 1926, but before the coming into force of this award, who is not a member of the union during the currency of this award.

(b) The provisions of this clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union, upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 1s. per week, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union : Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

Under-rate Workers.

15. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose ; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with the 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.

Scope of Award.

16. This award shall operate throughout the Northern Industrial District.

Term of Award.

17. This award shall come into force on the 13th day of August, 1934, and shall continue in force until the 12th day of February, 1935.

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 1st day of August, 1934.

[L.S.]

A. W. BLAIR, Judge.

MEMORANDUM.

The only matter referred to the Court was the date of the coming into force of the award. In other respects this award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

A. W. BLAIR, Judge.