

**WELLINGTON (EXCEPT HAWKE'S BAY PROVINCIAL DISTRICT), MARLBOROUGH, NELSON, AND WESTLAND LOCAL BODIES' GARDENERS, LABOURERS, AND OTHER WORKERS—AWARD**

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

In the Court of Arbitration of New Zealand, Wellington, Marlborough, Nelson, and Westland Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Wellington, Nelson, Westland, and Marlborough Local Bodies, Other Labourers, and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned boards and councils (hereinafter called “the employers”):

Blenheim Borough Council, Blenheim.  
 Brightwater Domain Board, Brightwater.  
 Eketahuna Borough Council, Eketahuna.  
 Feilding Borough Council, Feilding.  
 Foxton Borough Council, Foxton.  
 French Pass Road Board, French Pass.  
 Greymouth Harbour Board, Greymouth.  
 Havelock Town Board, Havelock.  
 Hokitika Borough Council, Hokitika.  
 Hokitika Harbour Board, Hokitika.  
 Kenepuru Road Board, Kenepuru.  
 Kumara Borough Council, Kumara.  
 Levin Borough Council, Levin.  
 Mapua Domain Board, Mapua.  
 Martinborough Borough Council, Martinborough.  
 Martinborough Cemetery Trustees, Martinborough.  
 Marton Borough Council, Marton.  
 Mauriceville Cemetery Trustees, Mauriceville.  
 Motueka Borough Council, Motueka.  
 Motueka Harbour Board, Motueka.  
 Murchison Domain Board, Murchison.  
 Nelson Harbour Board, Nelson.  
 Ohakune Borough Council, Ohakune.  
 Pahiatua Borough Council, Pahiatua.  
 Picton Borough Council, Picton.  
 Raetihi Borough Council, Raetihi.  
 Richmond Borough Council, Richmond.  
 Riwaka Memorial Domain Board, Riwaka.  
 Ross Borough Council, Ross.  
 Runanga Borough Council, Runanga.  
 Taihape Borough Council, Taihape.  
 Wakefield Domain Board, Wakefield.

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 26th day of March 1962 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 26th day of September 1960.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

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

1. This award shall apply to the work carried on by local authorities parties hereto in connection with the classes of work and workers for which provision is made herein.

##### *Hours of Work*

2. (a) Except where otherwise stated the ordinary hours of work shall not exceed 40 per week, nor eight per day, to be worked between the hours of 7.30 a.m. and 5 p.m. from Monday to Friday, both days inclusive.

(b) *Street Cleaners*—The hours of these workers shall be 40 per week, eight per day to be worked between 7 a.m. and 5 p.m. from Monday to Friday inclusive.

(c) *Convenience Attendants, Nightwatchmen, Rest-room Attendants, Pump Attendants*—Workers regularly employed as such shall be employed on a 40-hour week on five eight-hour shifts on any five of the seven days of the week extending from Sunday to Saturday inclusive, no overtime being paid for work done on Saturday or Sunday. The employers shall arrange the duties of such workers to ensure that no worker shall be on duty on two consecutive Saturdays or on more than two consecutive Sundays.

(d) Any of the foregoing provisions as to hours of work may be varied in respect of any particular class of work by mutual arrangement between the employer and the union.

(e) *Baths and Motor Camps*—Notwithstanding anything contained elsewhere in this award the hours of work and remuneration of workers during seasonal period of attendance at baths or motor camps shall be subject to mutual arrangement between the employer concerned and the union prior to the commencement of the season.

(f) Workers shall not be required to work longer than five hours without an interval for a meal. The ordinary interval shall be one hour, but by agreement between the employer's representative and the workers concerned, it may be reduced to not less than 30 minutes.

(g) *Transit Camps*—Notwithstanding anything contained elsewhere in this award, the hours of work and remuneration of workers employed as caretakers at transit camps shall be subject to mutual arrangement between the employer concerned and the union, provided any new arrangements are settled prior to any such engagement.

(h) Where agreement cannot be reached under subclauses (d), (e), and (g) of this clause, the matters in issue shall be dealt with under clause 17 of this award.

(i) In the case of tidal work, the hours shall be such as are mutually arranged between the worker and the employer concerned.

*Wages*

3. The minimum rates of pay shall be as follows:

(a) For all labourers and other workers not specifically mentioned hereunder: 6s. 2½d. per hour; £12 8s. 4d. per week.

Workers employed for a period of more than four consecutive weeks shall, for the purpose of this award, be deemed to be weekly workers.

One penny halfpenny per hour additional shall be paid to each above mentioned worker who as at the date of making of this award has been employed continuously with the same employer for one year or more or who subsequently completes one year with his present employer.

(b) The following rates shall be paid to the undermentioned workers in addition to the rate mentioned in subclause (a) of this clause:

Scythe-men and workers directing motor mowers on foot shall be paid 3½d. per hour additional with a minimum payment of 1s. 2d. per day whilst actually engaged in mowing.

Workers employed in sinking shafts, sumps, pier-holes, or working in trenches over 6 ft in depth shall be paid the following extra payments:

Over 6 ft and up to and inclusive of 12 ft, 2¼d. per hour extra.

Over 12 ft and up to and inclusive of 20 ft, 3½d. per hour extra.

Over 20 ft, the last mentioned rate plus 1½d. per hour additional for every 7 ft over 20 ft.

A worker (other than a ganger or a tunnel-man) required to act as a timberman on excavation work shall be paid 3½d. per hour additional for the time he is so employed.

Tunnel-men shall be paid 3½d. per hour additional.

Men handling, mixing, or spreading concrete or compo shall be paid 2¼d. per hour additional.

Refuse collectors or loaders other than drivers shall be paid 4½d. per hour additional.

A worker other than a foreman gardener required to work as a working ganger, working foreman, or leading hand shall be paid 2s. 10½d. per day or part of a day additional to his usual rate.

Certified quarrymen using explosives shall be paid 2s. 3½d. per day additional.

Other quarrymen shall be paid 1s. 1¾d. per day additional.

Kerb-layers (men actually laying and fixing) shall be paid 3½d. per hour additional.

Men on night-soil work, cleaning, clearing, or repairing the inside of septic tanks, shall be paid 5s. 2d. per day or part of a day in addition to the ordinary rates.

Men clearing blocked sewers or coming into contact with faecal matter shall be paid 2s. 10½d. per day extra.

Sanitary-drain layers, men working on water-mains 2 in. and over in diameter, and men laying service connections shall be paid 2¼d. per hour additional.

Compressor men and workers using power vibrators and mechanical rammers, drills, borers, or breakers shall be paid 3½d. per hour additional, and when used in tunnels or quarries, 4½d. per hour additional.

Crusher-feeders shall be paid 2¼d. per hour additional.

Workers using gads, drills, or borers by hand and workers using hammer in conjunction with same, 2¼d. per hour additional.

Workers other than quarrymen using explosives, 3½d. per hour additional.

(c) The undermentioned workers shall be employed on a weekly basis and shall be paid the following rates of wages:

	Per Week		
	£	s.	d.
Pump attendants .....	12	19	2
Gardeners or plant propagators .....	14	4	2
Foreman gardeners .....	14	18	4
Refuse-burners at destructors, or tipmen .....	12	12	6
Greenkeepers, sextons, custodians, and caretakers in charge of playing areas, baths (not seasonal), motor camps, or recreation grounds .....	12	12	6
Caretakers at waterworks or sewerage works .....	12	19	2

One penny halfpenny per hour additional shall be paid to each above mentioned worker who as at the date of making of this award has been employed continuously with the same employer for one year or more or who subsequently completes one year with his present employer.

Workers coming within the scope of subclause (c) of clause 2 of this award shall be paid an allowance of 3s. 6d. additional for each Sunday on which they are required to work as part of their normal 40-hour week.

Notwithstanding anything contained in this clause, where it is found necessary to engage casual labour to undertake the duties of weekly workers, as in cases of sickness, emergency, or annual leave, the engagement of such workers may be on an hourly basis, and their wages shall be computed at the rate of one-fortieth part of the weekly rate prescribed above for each hour worked.

(d) No deductions shall be made from the wages of any weekly worker for loss of time other than for time lost through the worker's own default, sickness, or accident not arising out of the employment.

(e) No reductions shall be made in the wages of any worker at present employed by virtue of the coming into force of this award.

(f) Workers working inside boilers, flues, or combustion chambers scaling or removing soot or other encrustations shall be paid 2s. 10½d. per day on their usual rate.

(g) Workers whilst engaged in disinterment or reinterment work shall be paid 23s. additional to their ordinary rates per disinterment or reinterment, but in cases where these take place within 12 months of burial a further 23s. shall be allowed.

(h) Where workers are required to perform work of an unusually dirty, dangerous, or unpleasant nature or to carry extra responsibility not provided for in this award any additional rate for such work shall be determined by the officer in charge of the worker.

(i) Where no regular grave-digger or grave-digging sexton is employed, workers required to open graves or conduct interments shall be paid 5s. 9d. per grave or interment in addition to their usual rates.

(j) Convenience or rest-room attendants:

	Per Week		
	£	s.	d.
Male .....	11	14	2
Female .....	8	16	8
Female bath attendants .....	8	16	8

(k) A worker engaged as a gardener or plant propagator as defined in clause 5 (e) hereof and who is the holder of a certificate issued under the Royal New Zealand Institute of Horticulture Act 1927, shall be paid an allowance in accordance with the following scale:

	Per Week	
	s.	d.
Junior .....	7	6
Intermediate .....	10	0
Full diploma .....	15	0

*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.

*Definitions*

5. (a) A foreman or overseer is a worker responsible for the carrying out of the work and not performing manual work and who proceeds from job to job and who gives directions or instructions. Nothing in this award shall apply to such employees.

(b) A working ganger or working foreman or leading hand or foreman-gardener is an employee who is in charge of three or more workers or who has been appointed and is employed as such.

(c) *Wet Place*—A “wet place” shall be deemed to be a place where workers are required to work in water or slush over 1½ in. in depth or in wet concrete or where water, other than rain, is dripping on them.

(d) *Tunnel-work*—A tunnel shall mean any underground excavation that is over 15 ft in length or any shaft or excavation over 15 ft in depth.

(e) *Gardener or Plant-propagator*—A gardener or plant-propagator is one who has served an apprenticeship of five years or a worker who has been certified by a competent local authority to be a gardener or plant-propagator. If any question arises as to the qualifications of a worker under this clause it shall be referred to a disputes committee.

(f) A timber-man is a worker directed by the employer or his authorised agent to take responsibility for the safe placing and fixing of timber in a trench or other excavation.

*Varying Duties*

6. (a) Where a worker is engaged for any period on more than one class of work he shall be paid at the rate specified for such classes of work for the actual time he has been so employed on each class.

(b) Nothing in this award shall prevent any worker covered hereby from doing work covered by another award: Provided that while so engaged he shall be paid at least the rate which is fixed in such other award.

*Tar-workers*

7. (a) Workers engaged in boiling, spreading, mixing, or handling asphalt, tar, or bituminous mixtures shall be paid 2s. per day in addition to their usual rates; sprayers, 2s. 10½d. per day additional; and metal-spreaders working in conjunction with sprayers, 1s. 3d. per day additional to their usual rates. Workers working with free tar or bitumen or waterpipes shall receive 1s. 3d. per day extra.

(b) Workers employed in mixing, carrying, or boiling free tar or bitumen and sprayers and nozzlemen, shall be supplied with boots, overalls, and cleansing agent approved by the Department of Health. Sprayers and nozzlemen shall also be supplied with oilskin trousers.

(c) “Free tar or bitumen” shall mean tar or bitumen which is not enclosed in barrels or drums.

*Allowances for Motor-cars, Bicycles, etc.*

8. (a) Workers who are required to use their own bicycles for the purpose of their employment shall receive an allowance of 3s. per week, or 8d. per day.

(b) Workers required to use their own motor-cycles or motor-cars, horses, or vehicles for the purpose of their employment shall receive an allowance as agreed upon between the union and the respective employer. Where agreement is not effected between the union and the respective employer, the allowance shall be determined by the Government Transport Department.

*Tools, etc.*

9. (a) All tools required shall be supplied by the employers.

(b) Where necessary, workers employed removing or disposing of household refuse or rubbish shall be supplied by the employer with gloves.

(c) Where workers' hands come into contact with faecal matter, rubber gloves shall be supplied by the employer.

(d) A pair of rubber gloves shall be made available by the employer for the use of convenience attendants.

(e) Street orderlies and roadmen, when required to work outside in heavy rain, shall be provided with knee gumboots or waterproof boots.

(f) Employers shall supply suitable oilskin raincoats and sou'wester hats to surfacemen, refuse collectors, and loaders, when they are required to work in wet weather, and to workers required in wet weather to clear sumps, culverts, drains, or watertables. Workers using oilskin raincoats and sou'wester hats shall be held responsible for any loss or damage or wilful destruction or neglect.

*Overtime*

10. (a) Work performed outside or in excess of the daily or weekly hours specified in clause 2 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) When a worker is required to work on a Saturday, Sunday, or a holiday, he shall receive a minimum payment of two hours at overtime rates.

(c) Workers shall not be required to work longer than five hours without a break of at least 30 minutes for a meal. A meal allowance of 5s. shall be granted when workers are called upon to work overtime one hour after usual knock-off time on any day, provided that such workers cannot reasonably get home for their meals or have not been notified on the previous day that they should be required to work late.

(d) All overtime shall be calculated on a daily basis.

*Holidays*

11. (a) Workers shall receive and be paid for the following holidays: New Year's Day, 2 January, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and one other day to be mutually agreed upon. The employer shall notify the union of the day agreed upon.

(b) In the event of any of the above holidays, other than Anzac Day, falling on a Saturday or 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.

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

(d) When any of the holidays to which other workers are entitled falls on the rostered day off of any worker whose hours of work may be worked on any five days of the week, such worker shall be allowed another day off.

(e) Transit camp caretakers shall be allowed three weeks' annual holiday on full pay.

*Payment of Wages and Termination of Engagement*

12. (a) Workers shall be designated on the employer's records in the capacity in which they are substantially employed and shall be paid accordingly; workers may be required to perform work other than that for which they are designated and shall be paid accordingly for the time so employed, providing such payment is not less than their recorded designation requires. Should any question arise respecting designation, the matter shall be referred to the local Inspector of Awards, who may decide the issue or refer the question to the Court of Arbitration for settlement.

(b) All wages shall be paid weekly in cash on the job during working hours on a specified day each week no later than Thursday.

(c) All time men are kept waiting for wages beyond the ordinary knock-off time on pay-day shall be paid for at overtime rates.

(d) In the case of weekly workers, one week's notice on either side shall terminate the engagement. In the case of casual workers, two hours' notice on either side shall terminate the engagement. Nothing in this subclause shall be held to prevent the summary dismissal of a worker for serious misconduct.

(e) If an employer dismisses an employee without notice and without good cause, he shall pay such employee one week's wages on full pay or two hours' pay in the case of casual workers. If an employee leaves the employer's service without notice and without good cause, he or she shall forfeit one week's wages on full pay or two hours' pay in the case of casual workers.

*Sick-leave*

13. (a) Workers after 12 months' continuous employment with their employer shall in the case of inability to continue work because of sickness, be entitled to sick pay at ordinary rates up to one week in each year, such leave to be cumulative up to three weeks. Provided that the head of the department may, at his discretion, grant sick-leave to a worker who may not have fully qualified with 12 months' continuous service. For the purpose of this clause the qualifying service shall commence from 9 July 1955.

(b) If required by the employer sick-leave shall be subject to the worker concerned producing a medical certificate from a doctor approved by the employer certifying to the worker's indisposition and inability to continue working.

*Wet Places, Tunnels, and Underground Work*

14. (a) Workers required to work in wet places or sewers shall be supplied with gumboots and shall be paid 2d. per hour sock allowance.

(b) Six hours shall constitute a day's work in tunnel-work when workers are working in wet places or foul air. Workers employed under this clause shall be paid for each shift of six hours as if eight hours had been worked.

*Travelling To and From Work*

15. (a) When a worker is required to work at a distance of more than 1½ miles from the employer's depot or such other point in the district as may be mutually agreed upon between the employer and the workers, which agreement shall, if necessary, be reviewed by a representative of the New Zealand Employers' Federation and the workers' union, the employer shall do one or the other of the following things:

- (i) Provide the worker with free transport to and from his work; or
- (ii) Reimburse the worker any cost incurred by him in travelling to and from his work in excess of the 1½ miles above mentioned.

(b) Time occupied by the worker in travelling to and from his work beyond the  $1\frac{1}{2}$  miles fixed in subclause (a) of this clause shall be deemed to be part of the day's work and shall count as time or overtime, as the case may be. Notwithstanding the foregoing, where transport is provided or paid for by the employer in accordance with the provisions of subclause (a) of this clause, 15 minutes in going and 15 minutes in returning shall not be counted as time worked.

(c) No worker residing less than  $1\frac{1}{2}$  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.

(d) Where necessary, the employers shall provide protection for men from rain, snow, or hail whilst they are being conveyed to and/or from work in the employer's vehicle.

#### *Working Conditions and General Provisions*

16. (a) Where necessary, sanitary accommodation and a place to take meals shall be provided; also suitable provisions for workers to change clothing. Showers with hot and cold water and provisions for drying clothes shall be made available at established works or depots where such is practicable and where the conditions necessitate same. Any question arising from this clause shall be dealt with under clause 17.

(b) Approved antiseptic soap shall be issued weekly to each worker at the destructor, also to refuse-workers, scavengers and tipmen, grave-diggers, zoological-garden workers, and crematorium attendants, for ablution purposes.

(c) Suitable gloves shall be issued to firemen working at the destructor.

(d) The employer shall arrange for the cleaning of showers and bath-rooms, as well as conveniences, at the destructor.

(e) Overalls shall be supplied to grave-diggers, destructor-workers, refuse collectors, scavengers, street orderlies, tipmen, men repairing blocked sewers or pipe drains. Boots or clogs shall be supplied to workers on refuse-tips or refuse-destructors.

(f) No cement or heavy gear shall be stored in any accommodation provided for use of workers.

(g) Accommodation shall be kept clean and sanitary. The employer shall provide for regular cleansing and supervision.

(h) It shall not be compulsory for any worker coming within the scope of this award to subscribe to or become a member of any sick benefit and/or death levy society instituted by the employer. Any worker coming within the scope of this award who is already a member of such society may determine his membership, and such determination shall not prejudicially affect his employment.

(i) Workers shall be allowed 10 minutes' interval morning and afternoon for the purpose of "smoke-oh".

(j) In all cases where clothing, boots, tools, or goods of any description are supplied to workers, no re-issue shall be made until the previous issue has been accounted for satisfactorily to the officer in charge.

#### *Matters Not Provided For*

17. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local Conciliation Commissioner or such other person as may be agreed on by the parties concerned, who shall either decide



the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner or such other appointed person, may appeal to the Court upon giving written notice of such appeal to the other party within 14 days after such decision shall have been communicated to the party desiring to appeal.

#### *Timbering*

18. All timbering shall be done in accordance with the provisions of the Construction Act 1959.

#### *Ventilation*

19. In all drives and tunnels where the air is bad, adequate provision shall be made whereby workers at the face shall be supplied with fresh air equivalent to 30 cu. ft. per man per minute.

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

20. (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*

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

(b) Such permit shall be for such period, not exceeding six months, as such inspector or other person shall determine, and after the expiration of such period shall continue in force until 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.

*First-aid*

22. A modern first-aid emergency kit shall be kept by the employer in a convenient and accessible place in every place where the Inspector of Awards shall deem necessary.

*Workers' Representative*

23. Where he can lawfully do so, an employer bound by this award shall permit the secretary or other authorised officer of the union of workers to enter at all reasonable times (to be mutually arranged between the employer and the union) upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

*Exemptions—Sextons*

24. This award shall not apply to sextons who do not perform manual work.

*Application of Award*

25. 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 districts to which this award relates.

*Scope of Award*

26. This award shall operate throughout the Wellington (excepting that part thereof which is included in the Hawke's Bay Provincial District), Marlborough, Nelson, and Westland Industrial Districts; but this award shall not apply to county councils, water-race committees, drainage boards, hospital boards, river boards, road boards, the Wellington City Council, the Wanganui City Council, the Palmerston North City Council, or the Masterton Borough Council, or to local authorities covered by another award.

*Term of Award*

27. 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 first day of the working week in each establishment commencing on or after the 23rd day of August 1960, 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 26th day of March 1962.

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 26th day of September 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.