

## NEW ZEALAND LOCAL BODIES (RURAL SECTION) LABOURERS—AWARD

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

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury and Otago and Southland Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the undermentioned unions and boards (hereinafter called “the employers”):

New Zealand County Councils Industrial Union of Employers, 8–12 The Terrace, Wellington;

New Zealand Catchment Boards Industrial Union of Employers, P.O. Box 858, Dunedin;

Manawatu Drainage Board, Palmerston North;

Marlborough Nassella Tussock Board, Blenheim;

North Canterbury Nassella Board, P.O. Box 22, Amberley;

Wakapuaka Drainage Board, Nelson;

and the undermentioned association and union:

New Zealand Federated Labourers and Related Trades Industrial Association of Workers, Semple House, 84A Oriental Parade, Wellington;

Auckland Ceramic, Concrete, Builders and General Labourers and Related Trades Industrial Union of Workers, 196 Hobson Street, Auckland;

(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 on the 1st day of June 1961 and shall continue in force until the 31st day of May 1963 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 May 1961.

[L.S.]

A. TYNDALL, Judge.

## SCHEDULE

*Hours of Work*

1. (a) Except where otherwise provided, the ordinary hours of work shall be 40 per week, not exceeding 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) One hour shall be allowed for a meal, but this time may be curtailed by mutual agreement, provided that the meal interval shall not be less than half an hour.

(c) The clock-hours mentioned in subclause (a) of this clause shall not apply to workers whose work is affected by tidal conditions.

(d) No worker shall work more than five hours continuously without an interval for a meal.

*Rest Periods*

2. A rest period of 10 minutes shall be allowed in the morning and in the afternoon, at such times as suit the convenience of the work on which the workers are engaged.

*Shifts*

3. Shifts may be worked where necessary, and, subject to the provisions of clause 7, each shift shall consist of eight hours, including crib-time, and five shifts shall constitute a week's work. Workers employed on shifts shall be paid 3s. 6d. per shift in addition to their ordinary rate of pay. This clause shall apply only where shifts are worked on five or more consecutive working days.

*Emergency Work*

4. (a) Emergency work shall mean work necessitated by wind, rain, fire, snow, storms, floods, tides, and earthquakes, and requiring immediate attention to keep open or restore essential services, and shall include opening lake outlets.

(b) In the case of such emergency work, and notwithstanding anything contained elsewhere in this award, the following provisions shall apply:

(i) Except on the holidays named in subclause (a) of clause 11 and on Saturdays and Sundays, up to eight hours may be worked on any one day without payment of overtime, and time and a half rates shall be paid beyond eight hours' work on such days.

(ii) On Saturdays time and a half rates shall be paid for all time worked.

(iii) On holidays provided in subclause (a) of clause 11 ordinary time shall be paid for the first eight hours in addition to the holiday pay provided for in subclause (a) of clause 11. Double time shall be paid for work done beyond the first eight hours and for all work done on Sundays.

*Wages*

5. (a) The minimum rates of wages payable shall be:

Weekly workers, £12 19s. 2d. per week.

The employer may at his discretion because of proficiency and experience pay a worker an additional 6s. 8d. per week.

Casual workers, 6s. 5½d. per hour.

A "casual worker" is a worker employed for less than four consecutive weeks.

(b) Workers engaged in the actual construction of scaffolds as defined in the Construction Act 1959 or in tunnelling work shall be paid 4d. per hour extra. Workers engaged in sinking shafts, pier holes, or digging trenches or drains, or entering drains to clean or excavate the beds, any of which exceeds 6 ft in depth and where such work is performed by hand, shall be paid the following extra rates:

Over 6 ft and up to and inclusive of 12 ft, 2½d. 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 1½d. per hour additional for every 7 ft over 20 ft.

(c) Stone-crusher feeders shall be paid 2½d. per hour extra while so employed.

(d) A "working foreman", "ganger", or "leading hand" is a worker in control of at least four other men working as a gang, and such workers and workers appointed as foremen, gangers, or leading hands shall be paid a minimum of 2s. 8d. per day extra while so employed.

(e) Tempered-tool sharpeners and shot firers shall be paid 2½d. per hour extra while so employed. Twopence three-farthings per hour additional shall be paid to compressor men and men using power-vibrators, pneumatic hammers or drills, mechanical rammers, borers, and breakers; and when working in quarries or tunnels, 4d. per hour extra.

(f) Operators of internal-combustion engines of over 10 and up to 20 horse-power and of electric motors over 20 and up to 50 horse-power shall be paid 2½d. per hour extra while so employed.

(g) Workers, other than sprayers and nozzlemen, who in the course of their employment are required to come in contact with free tar or bitumen or who are employed in carrying, spreading, boiling, and/or mixing free tar or bitumen in the course of their employment, shall be paid 1s. 8½d. per day extra while so employed.

"Free tar or bitumen" shall mean tar or bitumen which is not enclosed in barrels or drums.

Tar or bitumen sprayers or nozzlemen shall be paid 2s. 10½d. per day extra while so employed.

Workers covered by this subclause shall be supplied with boots, overalls, cotton waste and oil.

(h) Pull-grader operators shall be paid not less than £13 4s. 2d. per week.

(i) Men actually engaged in fighting fires shall be paid 2s. 8d. per day extra.

(j) Workers required to enter water-races or ditches exceeding 3 ft in width and 3 ft in depth and containing water for the purpose of cleaning them or who, in the course of cleaning water-races or such ditches, cannot avoid getting wet shall be paid 4d. per hour extra while so employed.

(k) Workers actually engaged in loading or collecting refuse shall be paid 2s. 8d. per day extra, and shall be supplied with overalls, water-proof coats, sou'westers, and leather gloves whilst so employed.

(l) Workers while employed on night-soil work, or on cleaning, clearing, or repairing septic tanks or blocked sewers, or coming in contact with faecal or sewerage matter shall be paid 7½d. per hour extra.

(m) Workers engaged in feeding concrete-mixers, or handling, mixing, or spreading wet concrete shall be paid 2½d. per hour additional.

(n) Workers working with sodium chlorate shall receive 4d. per hour extra.

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

(p) Except as provided in clause 23, the employer may make a rateable deduction from the weekly wages prescribed for any lost time by the worker through sickness, accident, or default.

(q) The allowance, if any, to be paid to a worker required by his employer to remain in any locality during a week-end shall be fixed by agreement between the parties. Failing agreement, the matter shall be referred to a disputes committee as provided in clause 24 hereof.

(r) Workers employed full time in sewage treatment plants shall be paid an allowance of 2s. 6d. per day. This allowance shall be cumulative with the payment prescribed in subclause (l) when applicable.

#### *Permanent Workers in Charge of Beaches or Motor Camps*

6. Permanent workers in charge of beaches or motor camps shall be paid not less than £13 5s. 10d. per week. The hours of such workers may be extended over seven days, and any hours of duty on Saturdays or Sundays shall be paid for at ordinary rates, provided that 40 hours on duty have not been exceeded in any pay-week. Overtime shall be payable for all time on duty in excess of 40 hours in any pay-week.

#### *Wet Places*

7. (a) Six hours shall constitute a day's work where workers are working in wet places or foul air, and shall be paid for as if the workers had worked eight hours. A "wet place" shall mean a place where workers are standing in water or slush 2 in. or more in depth or in wet concrete or where water other than rain is dripping on them; but if the employer shall provide the workers with overalls or gumboots, or both, the place shall not be deemed to be a wet place unless, owing to the depth of water or soakage, the boots or overalls supplied do not adequately protect the worker.

(b) When an employer elects to provide gumboots in accordance with subclause (a) of this clause, he shall pay to the worker 1s. 6½d. per day in addition to his ordinary rate.

(c) Employers shall supply suitable oilskin raincoats to surfacemen when they are required to work in wet weather and to workers required in wet weather to clean sumps, culverts, drains, or water-tables. Workers using oilskin raincoats shall be held responsible for any loss or damage due to wilful destruction or neglect.

#### *Groyne, River-bed Work, etc.*

8. Workers moving boulders, metal, stone, stumps, or timber of any description by hand under water in river or creek beds, shall be provided with watertight gumboots, and shall be paid 4d. per hour extra whilst so employed. The provisions of clause 7 shall not apply to these workers while so employed. Workers actually engaged in the fabrication of baskets for boulder and netting groynes shall be paid 4d. per hour extra whilst so employed.

#### *Variation of Duties*

9. 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.

### *Overtime*

10. Except where otherwise provided, time worked in excess or outside of the hours mentioned in subclause (a) of clause 1 hereof in any one day shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter and any time worked on Sunday shall be paid for at double the ordinary rate.

### *Holidays*

11. (a) The recognised holidays shall be New Year's Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, 2 January, and Anniversary Day or one other day to be arranged between the local body and its workers. Employers shall notify the union of the one other day agreed upon. 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 this subclause: 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.

(b) The provisions of the Public Holidays Act 1955 which relate to certain holidays falling on Saturdays or on Sundays, shall apply to workers subject to this award.

(c) Workers required to work on any of the above-mentioned holidays shall be entitled to receive payment at double rates in addition to any payment to which they are entitled under subclause (a) of this clause.

(d) The minimum payment for work performed on Saturdays, Sundays, and holidays shall be two hours at the appropriate rate.

(e) In lieu of the holidays prescribed in subclause (a) of this clause, workers may agree with their employer to observe other holidays either on separate days or as an addition to their annual leave. Where such an agreement is made, the local union of workers shall be notified by the employer.

### *Annual Holidays*

12. Holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944.

### *Tunnel-work*

13. In tunnel-work the hours of work shall not exceed seven and a half hours per day, exclusive of half an hour for crib-time, and shall be paid for as if the workers had worked eight hours.

### *Timbering*

14. All timbering and scaffolding shall be done in accordance with the standard provisions of the Construction Act 1959.

### *Ventilation*

15. 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.

### *Payment of Wages*

16. (a) Wages shall be paid weekly or fortnightly on a specified pay-day, as may be arranged between the employer and the worker. Where agreement is reached through the union representative, payments may be made bi-monthly or monthly, but in all cases wages shall be paid or posted within three working days after the end of the pay period.

(b) Wages shall be paid in cash, except where distance or banking facilities render it impracticable to do so.

(c) When men leave of their own accord or are dismissed because of completion or slackness of work they shall be paid as soon as reasonably practicable thereafter. Where it is alleged that there has been unreasonable delay, the disputes committee may, if it agrees with the allegation, award compensation to be paid by the employer to the worker concerned.

### *Termination of Employment*

17. In the case of weekly workers, one week's notice on either side shall terminate the engagement. In the case of hourly workers two hours' notice on either side shall terminate the engagement.

### *Travelling Provisions*

18. (a) When a worker is required to work at a distance of more than  $1\frac{1}{2}$  miles from the agreed depot, or such other point in the district as may be mutually agreed upon between the employers and the workers – which agreement shall, if necessary, be reviewed by a representative of the New Zealand County Councils Industrial Union of Employers and a representative of the workers' union – the employer shall do one or 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  $1\frac{1}{2}$  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 paid for at ordinary time rates.

(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) The employer 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.

(e) Should any dispute arise under subclause (a) of this clause, or if agreement cannot be reached between the employer and the workers, the matter shall be referred to a disputes committee set up under clause 24 of this award.

### *Country Work*

19. (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) Any worker sent to country work shall be conveyed by his employer to and from such work free of charge, or his travelling expenses going to and returning from such work shall be paid by his employer, but once only during the continuance of the work if such work is continuous and the worker is not in the meantime recalled by his employer.

(c) Time so occupied in travelling shall count as time worked and shall be paid for at ordinary rates.

(d) (i) Such workers employed upon country work shall be paid an additional sum of 12s. 6d. per working day but the employer may in lieu thereof provide them at his own expense with suitable board and lodging.

(ii) Where, however, a worker is employed on country work for a period of less than one working week the employer shall provide him with such board and lodging and may not elect to pay 12s. 6d. per working day in lieu thereof.

(iii) Where the employer provides satisfactory accommodation 8s. 6d. shall be paid for food allowance for every working day the workers are in camp. For the purposes of this clause "satisfactory accommodation" shall include the provision of suitable cooking utensils and fireplace or oven, provision for storage of food, and of reasonable sanitary conveniences.

(iv) Workers making use of such accommodation shall keep it clean and take reasonable care of it. If they fail to do so, the employer may employ some other person to do the work and may deduct the cost of such work from any moneys due or accruing due to such workers.

(e) Notwithstanding anything elsewhere contained in this clause, where men on country work leave camp on Friday night at their own expense to sleep elsewhere and such men have during the day worked on country work, such men shall be paid the usual country allowance for five days, but where a five day week is being worked on country work and the employer conveys the men to work on the first working day and returns them to their usual place of abode on the last day of the working week, not more than four days' allowance shall be paid; but any time occupied in such travelling to and from the work in excess of 15 minutes each way shall be in the employer's time.

(f) Notwithstanding anything contained herein, an employer may agree in writing with any such worker that in respect of any specified work the hours of work shall be other than those hereinbefore prescribed: Provided, however, that all time worked outside or in excess of such prescribed hours shall be considered overtime and shall be paid for at the rate of 1s. per hour in addition to the ordinary rates.

(g) In the event of any difficulties arising in connection with this clause due to any special circumstances pertaining to the work of any employer, either of the parties may invoke the disputes clause of this award for the purpose of arriving at a satisfactory solution.

#### *Accommodation*

20. (a) Where necessary, the employers shall provide accommodation to enable workers to change and dry their clothes and have their meals. Any question arising from this clause shall be dealt with under clause 24.

(b) A suitable weatherproof canopy shall be supplied when workers are required to travel on the tray of a truck.

#### *Tools and Overalls*

21. (a) All necessary tools shall be supplied by the employer.

(b) Overalls shall be supplied to refuse collectors, tipmen, and workers engaged in repairing or cleaning blocked sewers and septic tanks.

(c) Workers feeding and operating stone-crushers shall, where necessary, be supplied with satisfactory respirators and overalls.

(d) Workers handling used wire rope or fabricating groyne netting shall be provided with gloves. Workers handling greasy wire rope shall be provided with overalls.



*Accidents*

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 it necessary.

*Sick-Leave*

23. (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 up to one working week in any year, such leave to be cumulative up to a total of three working-weeks. "Sick pay" shall, for the purpose of this clause, mean ordinary pay: 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.

(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.

*Disputes Committee*

24. 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 or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a local committee to be composed of two representatives of each side, together with, if required by either party, an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. This local committee shall either decide the matter, or, if it is unable to reach a decision, refer it to the national disputes committee for decision. In any case, all decisions of any local committee shall be referred to the national committee for confirmation or otherwise. The national committee shall consist of three representatives of the New Zealand Federated Labourers and Related Trades Industrial Association of Workers and of the New Zealand County Councils Industrial Union of Employers, together with, if required by either party, an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the Wellington Industrial District. Either side shall have the right to appeal to the Court against a decision of the national disputes 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.

*Right of Entry*

25. The secretary or other representative of the union shall be permitted to interview employees in working hours, but so as not to interfere unreasonably with the operations of the local bodies concerned.

*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.)

(d) Each local body shall, on request, supply to the secretary of the local union or of the New Zealand Federated Labourers and Related Trades Industrial Association of Workers a list of the workers employed under this award.

### *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.

### *Animals, Equipment, and Vehicles*

28. Where, by agreement with his employer, a worker provides any equipment, animals, bicycle or vehicle, he shall be paid such allowance for use of same as may be mutually arranged, but such allowance shall not be less than:

(a) For a bicycle, 2s. 6d. per week.

(b) For a motor cycle, or a motor vehicle, the appropriate allowance prescribed by the Government Service Tribunal in accordance with regulation 63 (9) of the Public Service Regulations 1950 in force for the time being.

Where a higher rate of allowance is being paid, it shall not be reduced without the approval of a representative of the New Zealand County Councils Industrial Union of Employers and a representative of the workers' union.

If agreement cannot be reached upon a rate of allowance or where it is necessary to review any allowance, the matter shall be referred to a representative of the New Zealand County Councils Industrial Union of Employers and a representative of the workers' union. In the event of the failure of these representatives to reach agreement, the matter may be dealt with as provided in clause 24 hereof.

A worker shall not be entitled to the full bicycle allowance if in the same week he is paid a motor cycle or motor vehicle allowance or transport is otherwise provided by his employer.

#### *Classes of Workers*

29. This award shall apply to all workers substantially employed at labouring work or other manual work, including working foremen, gangers, surfacemen, pull-grader operators, river patrolmen, water-race caretakers, and workers operating electric motors of 50 horse-power and under, or internal combustion engines of 20 horse-power and under, employed by those local bodies referred to in clause 31 as coming within the scope of this award, except where such workers are covered by another award at the coming into operation of this award.

In the case of any worker who has not previously been specifically covered by this award, the conditions of employment of such worker shall be decided on in accordance with the procedure set out in clause 24 hereof.

#### *Application of Award*

30. Subject to clause 31 hereof, 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*

31. This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts, and shall apply to all catchment boards, county councils, domain boards, drainage boards, river boards, water-race committees, nasella tussock boards and road boards where such are not covered by any other award or industrial agreement at the coming into operation of this award; but this award shall not apply to city councils, borough councils, electric-power boards, harbour boards, town boards, rabbit boards, domain boards, (other than those controlled by county councils), the Hutt River Board or the Hutt Valley Drainage Board.

#### *Term of Award*

32. This award shall come into force on the 1st day of June 1961, and shall continue in force until the 31st day of May 1963.

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 May 1961.

[L.S.]

A. TYNDALL, Judge.

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#### MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.