

NORTHERN INDUSTRIAL DISTRICT (EXCEPT AUCKLAND 10-MILE RADIUS)
LOCAL BODIES' LABOURERS—AWARD

In the Court of Arbitration of New Zealand, Northern Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Auckland Ceramic, Concrete, Builders and General Labourers and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the undermentioned councils and boards (hereinafter called “the employers”):

Hamilton City Council, Hamilton.
 Kauri Cemetery Board, Whangarei.
 Kihikihi Town Board, Kihikihi, Te Awamutu.
 Northland Hospital Board, Whangarei.
 Otorohanga Town Board, Otorohanga.
 Rotorua City Council, Rotorua.
 Tauranga City Council, Tauranga.
 Waikato Hospital Board, Hamilton.
 Whakatane Borough Council, Whakatane.
 Whangarei City Council, Whangarei.

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 30th day of June 1966 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 1965.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies, and Definitions

1. (a) This award shall apply to workers performing work of a class mentioned in this award who are employed by the local bodies and other public bodies parties hereto.

(b) 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 and instructions. Nothing in this award shall apply to such employees.

(c) "Timbering" is the work carried out by a worker instructed by the ganger to take responsibility for the safe placing and fixing of timber in a trench or other excavation.

(d) "Water-service laying" is the work carried out by a worker responsible for laying and jointing water-main and service connections.

(e) A "first-class gardener" is a worker who is competent to, or who is engaged to do the work of a nurseryman, or a landscape gardener, or a plant propagator, or a worker placed in charge of a park or reserve.

Hours of Work

2. (a) (i) The normal hours of work shall be 40 per week, eight of which shall be worked on each of five days of the week, Monday to Friday, both days inclusive.

(ii) The normal hours shall 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) *Street Cleaners*—In lieu of observing the hours prescribed in subclause (a) of this clause an employer may elect to employ these workers on a 40-hour week by employing them on Saturday mornings for a period of four hours and granting them equivalent time off on an afternoon during the same pay week, or they may be worked for 36 hours one week and 44 hours the following week, no overtime being paid for Saturday morning work. Where workers are required to work some of the specified weekly hours prior to 7.30 a.m. or after 5 p.m. on five days of the week or before 7.30 a.m. on Saturday they shall be paid 13s. 3d. per week additional to their ordinary pay if the weekly hours of work are not exceeded and if overtime payments are not made for such work.

(c) *Full-time Convenience Attendants, Night Watchmen, Rest Room Attendants, and 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 or special payment 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) *Employees Placed in Charge of Reserves, Baths, Beaches, Playing Grounds and Gardens, and Cemeteries*—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.

(e) *Nightsoil Collections*—The hours of such workers shall not exceed eight per day or 40 per week to be worked on any six days of the week.

(f) 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.

(g) *Special Engagements*—Notwithstanding anything contained elsewhere in this award, the hours of work and remuneration of workers engaged for seasonal periods or part-time (that is, for less than 40 hours a week) for attendance at baths or motor camps, or as rest room or convenience attendants, or as pump attendants, shall be subject to mutual arrangement between the employer concerned and the union, providing any new arrangements are settled prior to any such engagement.

(h) The interval for meals shall be a matter for mutual arrangement between the employer and the employee.

(i) An interval of 10 minutes for tea break shall be allowed each morning and afternoon without loss of pay. Where workers are employed at work away from the depot, the employer shall provide facilities for boiling water.

Shifts

3. Shifts may be worked where necessary and, subject to the provisions of clauses 15, 17, and 18 each shift shall consist of eight hours, including crib time, and five shifts shall constitute a week's work.

Workers employed on afternoon or night shifts shall be paid 5s. 6d. per shift in addition to their ordinary rates of pay. Any shift starting between 6 p.m. and 6 a.m. is either an afternoon or night shift.

This clause shall apply only where shifts are worked on five or more consecutive working days.

Wages

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

(a) For all labourers and other workers not specifically mentioned hereunder, 7s. 4d. per hour or £14 13s. 4d. per week.

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

(b) In addition to the rates prescribed in subclause (a) of this clause, a worker shall be entitled to extra payments in accordance with the following scale for time worked on the classes of work stated:

	Per Hour
	d.
Rock drilling with popper and machine drills	3 $\frac{3}{4}$
Shot firing	3 $\frac{3}{4}$
Tool sharpening	3 $\frac{3}{4}$
Refuse collectors and tipmen	4 $\frac{1}{4}$
Sanitary drain laying	3 $\frac{3}{4}$
(A "sanitary drain" shall be deemed to be a drain used for sewerage and not for storm water.)	
Tunnelling	3 $\frac{3}{4}$
(A "tunnel" shall mean any underground excavation that is over 15 ft in length and any shaft or excavation that is over 15 ft in depth.)	
Kerb setting	2 $\frac{1}{2}$
Water service laying	2 $\frac{1}{2}$
Pipe jointing and caulking	2 $\frac{1}{2}$
Timbering	2 $\frac{1}{2}$
Grave-digging	3 $\frac{3}{4}$
Power-pump attending (does not apply to hand pumps)	2 $\frac{1}{2}$
Using vibrators when subject to vibration	3
Workers employed on motor-mowing (other than those defined in subclause (e) of clause 1)	2 $\frac{1}{2}$
Workers engaged in feeding concrete mixers or handling, mixing, or spreading wet concrete	2 $\frac{1}{2}$
Quarrying	2 $\frac{1}{4}$
Feeding stone-crusher	2 $\frac{1}{4}$
Pipe-laying	1 $\frac{1}{2}$
Operating flame-thrower	1 $\frac{1}{2}$
Using hand scythe	3 $\frac{3}{4}$

(c) After one month's employment, unless notified to the contrary in writing, workers shall be classified as permanent hands, and shall be paid at the rate of 14s. 2d. per week in excess of the rates prescribed in subclause (a) of this clause, and they may be called upon to do any work coming within the scope of this award without the extra payments as provided in subclause (b) of this clause.

(d) A first-class gardener or a full-time sexton placed in charge of a cemetery shall be paid £16 8s. 4d. per week.

(e) Certified drainlayers shall be paid £16 8s. 4d. per week.

(f) Certified sewerage operator in charge shall be paid £17 8s. 4d. per week.

(g) Workers employed on nightsoil collection shall be paid at the rate of 9s. per hour.

(h) Working foreman in charge of two or more gangs, 5s. 9d. per day extra while so employed.

Ganger in charge of more than three men, 4s. 6d. per day extra while so employed.

Leading hand in charge of three men, 3s. 6d. per day extra while so employed.

Any worker appointed and acting as a safety officer under the Construction Act shall be paid 5s. 4d. per day extra while so employed.

(i) *Grave-diggers*—The additional 3½d. per hour prescribed in subclause (b) of this clause for grave-diggers shall be deemed to be a comprehensive allowance for all unpleasant work attached to grave-diggers' duties, except for disinterment and/or reinterment.

Workers whilst engaged in disinterments or reinterments after one year and within 10 years of the original interment shall be paid £1 7s. 6d. in each case, but in cases where this work is performed within 12 months of the original interment £2 15s. shall be paid.

(j) Full-time attendants shall be employed on a weekly basis and shall be paid the following rates:

	Per Week		
	£	s.	d.
Male attendant (bath) sole or first attendant in charge	16	8	4
Male attendants (convenience)	13	16	8
Female attendants (convenience and rest-room)	10	10	0
Female attendants (bath)	10	16	8

(k) If it is impracticable for an employer to provide full-time employment for a worker, or for a worker to accept full-time employment, the employment may be on a part-time basis, and in such case the hourly wage prescribed in subclause (a), increased by any appropriate extra payment under subclause (b), may be paid although the employment may be for a period longer than four consecutive weeks. The employer shall notify the Inspector of Awards of an engagement under this subclause.

Varying Duties

5. 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.

Deductions From Wages

6. Subject to the provisions of clause 29 of this award, the employer may make a rateable deduction from the weekly wages prescribed for any time lost by the worker through sickness, accident, or default.

Payment of Wages

7. (a) Wages shall be paid weekly and in cash in the employer's time not later than Thursday of each week.

(b) Not more than two days' pay shall be kept in hand by the employer.

(c) When a worker is discharged he shall be paid without delay, and when a worker leaves a job he shall, on demand be paid within 24 hours of leaving. All waiting time beyond the prescribed time shall be paid for at ordinary rates.

(d) Each worker shall be supplied with a wages statement giving sufficient information to allow him to properly check his wages.

Overtime

8. (a) Time worked outside the hours mentioned in clause 2 in any one day shall be deemed to be overtime and paid for at the rate of time and a half for the first three hours and double time thereafter: Provided that time worked before noon on Saturday shall be paid for at the rate of time and a half for the first four hours and double time thereafter. Any time worked after midday on Saturday shall be paid for at double time. There shall be a minimum payment of two hours at the appropriate rate for all work performed on a Saturday.

(b) Any time worked in excess of five hours without an interval of half an hour for a meal shall be paid for at double time rates until the break occurs.

(c) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that workers have at least eight consecutive hours off duty between the work of successive days. A worker who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not had at least eight consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time (as prescribed in subclause (a) of clause 2 of this award) occurring during such absence.

If, on the instructions of his employer, such a worker resumes or continues work without having had such eight consecutive hours off duty, he shall be paid at double rates until he is released from duty for such period, and he shall then be entitled to be absent until he has had eight consecutive hours off duty without loss of pay for ordinary working time (as prescribed in subclause (a) of clause 2 of this award) occurring during such absence.

(d) Any worker who is called back to work overtime after having completed his day's work and having left his place of employment shall receive a minimum payment of two hours at the appropriate rate.

Stand-by

9. (a) Where a worker is required by his employer to stand-by during a weekend (Saturday-Sunday) he shall be paid an allowance of £1 5s. for each such occasion.

(b) Where a worker is required by his employer to stand-by on any statutory holiday as provided for in subclause (a) of clause 10 of this award, he shall be paid 12s. 6d. per day for each occasion.

Holidays

10. (a) The recognised holidays shall be 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 arranged between the local body and its workers, and no deduction shall be made from the wages in respect of such holidays.

(b) 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.

(c) Except as otherwise provided, time worked on any of the above-mentioned holidays or on Sunday shall be paid for at the rate of double time, with a minimum payment of two hours, such payment being in addition to any payment to which a worker is entitled under subclause (a) of this clause.

(d) 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.

Where any worker has been employed upon work coming within the scope of this award by more than one employer during the fortnight ending on the day on which any of the above holidays occurs, he shall be entitled to receive payment for the holiday from such one or more of those employers, and if more than one, in such proportions as the Inspector of Awards determines.

Annual Holiday

11. The provisions of the Annual Holidays Act 1944 shall be deemed to be incorporated in this award and shall have effect according to their tenor, but in the case of those employed under the provisions of subclauses (b), (c), and (d) of clause 2 of this award and clause 3 the holiday period shall be 15 working days.

Termination of Employment

12. 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 clause shall be held to prevent the summary dismissal of a worker for serious misconduct.

Travelling Time

13. (a) Workers required to commence work over $1\frac{1}{2}$ miles distant from a central point in each employer's district, to be mutually agreed upon between the union and the employer, shall 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. Should no agreement be reached, then the matter shall be determined under clause 31 of this award within one month of the disagreement of the parties.

(b) Time reasonably occupied by workers in travelling or time occupied in conveying the workers to and from such work beyond the $1\frac{1}{2}$ mile radius before mentioned shall be allowed and paid for by the employer at ordinary 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) Workers who are permanently employed by the Te Awamutu Borough Council at the Te Kawa Quarry shall be exempt from this clause.

Allowances for Motor Cars, Bicycles, etc.

14. (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 9d. per day.

(b) Workers required to use their own motor cycles or motor cars for the purposes of their employment shall receive an allowance as agreed upon between the union and the employer, but such allowances shall be not less than:

- (i) For a motor cycle, 3d. per mile.
- (ii) For a motor vehicle, 10d. per mile.

Wet Places

15. 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 3 in. or more in depth or where water other than rain water 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 the water or soakage, the boots and overalls supplied do not adequately protect the worker.

Workers, if required to work in gumboots for one hour or more in any one day, shall be paid 1s. 10d. per day extra.

Depth Allowance

16. 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 - 2½d. 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.

Tunnel Work

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

Septic Tanks

18. Six hours shall constitute a day's work when workers are cleaning and removing offal from septic tanks, and workers shall be paid as if they had worked eight hours; and nothing in this award shall disturb the arrangement existing between the union and the Hamilton City Council.

Dirty Work

19. (a) Labourers whose clothes are unavoidably and materially damaged by tar or bitumen or similar road sealing materials or weed-killing sprays in the course of their employment shall be paid 2s. 2d. per day extra.

(b) Labourers employed in carrying or boiling free tar or bitumen or similar road sealing materials, and workers engaged in directing the nozzle or sprayer in spraying tar, bitumen, or emulsion, or similar road sealing material or weed-killing sprays, shall be supplied with boots, overalls, and oil.

(c) Workers engaged in directing the nozzle or sprayer in spraying tar, bitumen, or emulsion, or similar road sealing material shall receive 3s. 9d. per day extra. Workers engaged in using weed-killing sprays shall receive 2s. 8d. per day extra.

(d) "Free tar" or "bitumen" or "similar road sealing materials" shall mean tar or bitumen or similar road sealing materials which are not enclosed in barrels or drums.

(e) Workers employed cleaning silt from sewers shall, where necessary, be supplied with gumboots and overalls.

(f) Repairers of sewers, including branch connections, shall, where necessary, be supplied with liquid disinfectant, gumboots, and overalls.

(g) Before work on a sewer is commenced it shall first receive adequate ventilation and disinfectant where necessary.

(h) Men cleaning blocked sewers or coming into contact with human faecal matter shall be paid 1s. 1d. per hour extra with a minimum payment of four hours.

Stoppage of Work

20. If hourly workers are required by the employer to stand-by in wet weather they shall be paid for such waiting time until definitely sent home, with a minimum payment of two hours per day.

Meal Allowances

21. (a) Where a worker is called upon to work overtime later than one hour after his ordinary knocking-off time for the day, or beyond 1 p.m. on Saturday and after having worked four hours that day or required to work beyond four hours on Sunday or holidays, the employer shall either provide such worker with a meal or pay 5s. 6d. meal money, provided such worker cannot reasonably get home for a meal.

(b) When an employer requests a shift worker to work an extra shift in any department within the scope of this award he shall provide the worker with a suitable meal or pay the worker a meal allowance of 5s. 6d. after four hours overtime has been worked.

(c) Except as provided in subclause (a) hereof when working overtime more than four hours in any one day the worker shall be supplied with a suitable meal or a payment of 5s. 6d. meal allowance for every four hours that the overtime continues, providing that the worker is required to work beyond such meal interval.

Men Handling Stone Under Water

22. Where workers are removing boulders, metal, or stone by hand from under water in river or creek beds they shall be paid 4d. per hour extra while so employed and shall be provided with watertight gumboots. The provisions of clause 15 of this award shall not apply to these workers while they are working under the foregoing conditions.

Quarry Work

23. Quarry work shall be carried out under the provisions of the Quarries Act.

Timbering

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

Ventilation

25. 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 cubic feet per man per minute.

Tools

26. (a) Where necessary, all tools shall be supplied and kept in proper order by the employer.

(b) Employers shall supply suitable oilskin raincoats to surfacemen and refuse collectors when they are required to work in wet weather and to workers

required in wet weather to clear 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.

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

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

(e) Overalls and gumboots shall be supplied to grave-diggers, and overalls shall be supplied to destructor workers, refuse collectors, and street cleaners. The gumboot allowance prescribed in clause 15 of this award shall not apply to grave-diggers except when the conditions provided in clause 15 are present.

Accommodation

27. (a) Where reasonably necessary, the employers shall provide accommodation to enable workers to change and dry their clothes and have their meals.

(b) Where practicable, the accommodation shall be kept free of tools and stores and shall be kept clean by the employer.

(c) Hot water for washing purposes, refreshment, and meal breaks shall be provided at the depot for all workers.

(d) Suitable canopies shall be supplied on vehicles for workers. Satisfactory coverings shall be supplied to grave diggers where graves are being excavated in wet weather.

Accidents

28. 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.

Sick Leave

29. After 10 weeks' service with the same employer, on production of a medical certificate a worker shall be entitled to one day's sick leave without deduction of pay, with an additional day for each further period of 10 weeks' service, with a maximum accumulation of 30 days: Provided, however, that where the employer deems it necessary he may request the worker to produce a medical certificate from a doctor nominated by the employer.

Workers' Representative

30. Where he can lawfully do so, an employer bound by this award shall permit the secretary or other authorised officer of the union 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.

Matters Not Provided For

31. 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 may 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 seven days after such decision shall have been communicated to the party desiring to appeal.

Unqualified Preference

32. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

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

Notification

33. On the request of the union secretary, the employer shall furnish a list of employees: Provided that such lists shall not be required at shorter intervals than six months.

Under-rate Workers

34. (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 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.

Exemption

35. This award shall apply to harbour boards only in respect of casual workers who come within the scope of this award and who are paid by the hour.

Application of Award

36. This award shall apply to the original parties named herein, and shall extend to and bind as a subsequent party hereto every 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

37. This award shall apply to city councils, borough councils (except the Gisborne Borough Council), harbour boards, town boards, power boards, hospital boards, domain boards, and beautifying societies in the Northern Industrial District outside of the radius of 10 miles from the chief post office in the City of Auckland.

Term of Award

38. 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 first pay period of each employer commencing on or after the 1st day of January 1965, 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 30th day of June 1966.

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 1965.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 32 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.