

## NORTHERN INDUSTRIAL DISTRICT BRICKLAYERS—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 Bricklayers Industrial Union of Workers (hereinafter called “the union”) and the undermentioned unions, persons, firms, and companies (hereinafter called ‘the employers’):

Amalgamated Brick and Pipe Co. Ltd., Queen’s Arcade, Auckland.  
 Auckland Master Bricklayers Industrial Union of Employers, care of Kirk, Barclay, and Co., Asmuss House, 17–21 Graham Street, Auckland.  
 Auckland Master Builders Industrial Union of Employers, 22–24 Hobson Street, Auckland.  
 Auckland Education Board, Wellesley Street, Auckland.  
 Auckland Farmers Freezing Co., Tooley Street, Auckland.  
 Auckland Gas Co. Ltd., Quay Street, Auckland.  
 Auckland Harbour Board, Quay Street, Auckland.  
 Auckland Hospital Board, Wellesley Street, Auckland.  
 Cole, N., Ltd., 14 Madden Street, Auckland.  
 Colonial Sugar Co. Ltd., Quay Street, Auckland.  
 Fletcher Construction Co. Ltd., Great South Road, Penrose, Auckland.  
 Gisborne Builders and Contractors Industrial Union of Employers, 52 Customhouse Street, Gisborne.  
 Hamilton City Council, Garden Place, Hamilton.  
 Hawkins Construction Ltd., P.O. Box 252, Hamilton.  
 Hellaby, R. and W. Ltd., Quay Street, Auckland.  
 McLeod Construction Co. Ltd., 10 Mountain Road, Auckland.  
 Matthews, J. S. and Son, 26 Winsomere Crescent, Westmere, Auckland.  
 New Zealand Glass Manufacturers Co. Pty. Ltd., Great South Road, Penrose, Auckland.  
 Ravenall Ltd., 7 Victoria Avenue, Remuera, Auckland.  
 Reed, F. T., and Son, 31 Bond Street, Devonport.  
 Rotorua and Bay of Plenty Master Builders Industrial Union of Employers, Bainbridge Building, Hinemoa Street, Rotorua.  
 Short, H. J., Ltd., 100 Queen Street, Onehunga.  
 Sissons, John and Son Ltd., Great South Road, Otahuhu.  
 Waikato Master Builders Industrial Union of Employers, 135 Ward Street, Hamilton.  
 Winstone Ltd., 69 Queen Street, Auckland.

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 one 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 24th day of May 1967 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 22nd day of December 1965.

[L.S.]

A. P. BLAIR, Judge.

SCHEDULE

*Industry to Which Award Applies*

1. This award shall apply to the bricklaying industry.

*Hours of Work*

2. (a) The hours of work shall be eight per day, to be worked between the hours of 7.30 a.m. and 5 p.m. on five days of the week, Monday to Friday, both days inclusive.

(b) One hour shall be allowed for lunch on each day, but an employer may agree with his workers to allow not less than half an hour for lunch.

*Shift Work*

3. Shifts may be worked by agreement between the employer concerned and the union.

*Classes of Work*

4. (a) Except as provided for in clause 24 hereof, two classes of labour only shall be recognised – viz., journeymen and apprentices – and none other shall be employed in:

- (i) The laying of clay, glass, and cement bricks, concrete, breeze, or pumice blocks, vibrated concrete blocks, or any other substitute for bricks.
- (ii) The stopping and pointing of brickwork.
- (iii) Cutting and rubbing bricks or brickwork, excluding cutting chases.
- (iv) Cutting openings in brickwork which have to be pointed up or made good by a bricklayer: Provided that on any particular job, by arrangement between the employer and the bricklayers' union, labourers may be employed to cut any special opening or openings.
- (v) Brick paving.

(b) Tiling or trowelling floors in connection with their work, and laying of blocks or slabs other than natural stone, may be done by bricklayers, and subject to the conditions of this award.

*Wages*

5. (a) The minimum wage for workers covered by this award shall be:

- (i) For the first week of employment with any employer, 8s. 5½d. per hour.
- (ii) After the completion of the one week's employment, £16 18s. 4d. per week.

(b) The worker who is in charge of two or more workers and who is responsible for carrying out the work and who gives instructions to the other workers shall be paid 5s. 4d. per day in addition to the above-mentioned wages.

(c) The employer may make a rateable deduction from the weekly wage prescribed in this clause for any time lost by a worker through sickness, accident, or default. If a worker suffers injury on the job during working hours, and his condition necessitates leaving the job, he shall, if necessary, be conveyed at the expense of the employer by transport suitable to his condition.

(d) In the case of weekly workers eight hours' notice of the termination of employment shall be given by either party, and in the case of hourly workers two

hours' notice of termination of employment shall be given by either party; but nothing herein contained shall prevent an employer from summarily dismissing a worker for misconduct.

(e) When terminating his employment, 15 minutes shall be allowed the worker to gather up and clean his tools.

#### *Special Payments*

6. (a) Bricklayers shall be entitled to extra payments as follows, when employed on the classes of work stated.

	Per Hour
(i) On work 10 ft or more in from entrance of tunnels, or on work 10 ft or more underground in pits, sumps, or wells, with a sectional area of less than 150 sq. ft.	Half ordinary rates.
(ii) On all hot work in confined spaces over 95 degrees Fahrenheit	Half ordinary rates.
(iii) On chimney stacks and towers standing apart from any building where the worker is required to work more than 40 ft in height above the ground; chimney stacks and towers to which a building is attached where the worker is required to work more than 40 ft in height above the point at which the roof of the building meets the chimney; and steeples after 25 ft above the building	Half ordinary rates.
(iv) On work done in 2 in. or more of water, or where water (other than rain) is dripping on the worker	Half ordinary rates.
or, if gumboots and oilskins are provided .....	2½d.
Gumboots shall be thoroughly disinfected prior to re-issue to any other worker.	
(v) In the demolition of a building or in any part thereof where dust is caused through the falling of brick walls or plaster or old wooden ceiling, or in repairs to or demolition of any building or fittings destroyed or damaged by fire which necessitates the handling of sooty brickwork .....	4¾d.
(iv) On dirty work (to apply to work on furnaces, kilns, retorts, ovens, and boiler settings only)—	
(a) Demolition preparatory to, and patching up, old furnaces, kilns, ovens, boiler settings, and retorts .....	Half ordinary rates.
(b) Resetting retorts, rebuilding sections of furnaces, kilns, ovens, and boiler settings after partial demolition .....	4¾d.
(A section is a vertical cut from fire bar level where no brickwork is left overhead.)	
(c) New firebrick construction work including complete rebuilding of retorts .....	2¾d.
(vii) Using Fusuel, Pyruma, or compounds with a similar harmful effect on the skin .....	4¾d.
(viii) A worker required to handle concrete blocks—	
Up to 35 lb .....	3¼d.
35 lb and over .....	4¼d.

Workers using any of the compounds specified herein, or plastic firebrick, shall be provided with gloves.

The allowances prescribed in this subclause shall be paid in addition to the ordinary or overtime rates, as the case may be, but in no case shall allowances under this subclause be payable in addition to the special rates prescribed in subclause (b) of this clause.

(b) All repairs to bakers' ovens, retorts, furnaces, marine boiler settings, old work, and inside of same, where the heat exceeds 110 degrees Fahrenheit, done during ordinary working hours, shall be paid for at double time rates, and if done outside ordinary working hours or on Sundays or holidays, treble time rates, and clauses 9 and 11 hereof shall not apply.

(c) Workers engaged in freezing chambers where a temperature is below 30 degrees Fahrenheit shall be paid 5½d. per hour extra while so engaged.

(d) Any worker required to work on a swing-stage or bosun chair shall be paid 2s. 5d. per day extra while so employed: Provided that the extra money shall not be payable in respect of a suspended scaffold of the patent safety scaffold type now in use, or a similar type of scaffold, if such scaffold is properly tied in or effectively anchored to give it a reasonable degree of rigidity and such scaffolding has been approved by the Inspector of Scaffolding.

(e) If a worker is required by the employer to use his bicycle in the work of the employer, he shall be paid 4d. per mile or portion of a mile for the first mile, and 2d. per mile or portion of each additional mile, for use of same.

(f) Where a worker is requested by his employer and agrees to use his own vehicle in the course of his employment, he shall be paid at the rate of 10d. per mile.

(g) Any worker called upon to perform work of an unusually dangerous or an unusually dirty or offensive nature or working in a confined space shall be paid such extra rate per hour as may be agreed upon between the employer and the worker. Failing agreement, the rate shall be settled by a disputes committee constituted in accordance with the provisions of clause 21 of this award.

(h) Workers employed in or about a chemical fertiliser or chemical factory on work in which they are exposed to acid fumes or to contact with acid or timber impregnated with acid, or to contact with caustic soda, shall be provided with overalls and gloves and shall be paid 6d. per hour extra whilst so employed. This provision shall not apply to gas-works.

#### *Overall and Tool Allowance*

7. (a) Any worker required to supply his own tools, overalls, and gloves shall be paid a tool and overall allowance of 2d. per hour in addition to the rate prescribed in subclause (a) of clause 5 of this award. The tool allowance to be shown separately on the pay slip.

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

#### *Payment of Wages*

8. (a) All wages shall be paid weekly and in cash.

(b) Except on country work, all wages shall be paid on the job during working hours, not later than Thursday. All waiting time shall be paid at time and a half rates.

(c) On all work coming within the scope of clause 13 (Country Work) of this award, the wages shall be paid at intervals mutually agreed upon between the employer and the workers concerned.

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

(e) When a worker is discharged he shall be paid within 15 minutes, and when a worker leaves a job he shall, on application be paid within 24 hours of leaving.

*Overtime*

9. (a) All work done outside or in excess of the daily hours fixed in clause 2 of this award shall count as overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) Any time worked before the usual time of starting on the job or after the usual time of ceasing work on five days of the week, Monday to Friday, both days inclusive, and on Saturdays before 12 noon shall be considered overtime and shall be paid for in accordance with the rates fixed in subclause (a) of this clause.

(c) Any work done after 12 noon on Saturdays and on Sundays shall be paid for at double time rates.

Any worker required to work on any Saturday, Sunday, or on any holiday shall receive not less than four hours' pay at overtime rates, and if five hours or more are worked, not less than eight hours shall be paid at overtime rates: Provided, however, that in the event of work being available and the worker not being ready and willing to continue work for the full period of four or eight hours as the case may be, payment shall be made only for time actually worked.

(d) Any time worked in excess of five hours without an interval of half an hour for a meal shall be paid for at overtime rates.

(e) The employers shall endeavour to restrict overtime worked if there are any members of the union out of work and available at the time, and the union shall undertake, on request, to supply any labour that may be available.

(f) Any worker who works at least four hours' overtime between the ordinary time for ceasing work and 3 a.m. the next day shall not be required to work any ordinary time unless double rates are paid or an eight-hour break has occurred. Where, by virtue of the compulsory eight-hour break, he loses ordinary time on the second day such time shall be paid for at ordinary rates, with a maximum of four hours' pay without work.

*Meal Money*

10. Employers shall allow meal money at the rate of 5s. 7d. per meal when workers are called upon to work overtime after 6 p.m. on any day, or after 1 p.m. on Saturday, provided that such workers cannot reasonably get home for their meals.

*Holidays*

11. (a) The following shall be recognised as holidays: Christmas Day, Boxing Day, New Year's Day and the day following, Anniversary Day or a day in lieu thereof, Good Friday, Easter Monday, Anzac Day, Labour Day, and the birthday of the reigning Sovereign.

(b) The employer shall pay wages for the above holidays to all workers performing the 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 proportional payment for the holidays assessed on the basis of one-tenth of an ordinary day's pay for each such holiday for each day employed during that fortnight.

Workers who have not been employed elsewhere during that fortnight on work coming within the scope of this award or who terminate their employment, and are not taking up other employment during that fortnight, shall, if required by the employer, declare such facts in writing and shall then be paid the full holiday payment.

(c) Time worked on any of the holidays mentioned in subclause (a) of this clause shall be paid for at the rate of double time in addition to any payment to which a worker may be entitled under subclause (b) of this clause.

(d) It shall be a breach of this award for a worker covered by this award to engage in his trade for any employer other than his regular employer on any paid holidays without the prior consent of his employer and of the union.

#### *Suburban Work*

12. (a) "Suburban work" shall mean work (other than country work) performed elsewhere than at the premises of the employer and irrespective of where the engagement takes place.

(b) Workers employed on suburban work shall either proceed to and from such work, or they shall be conveyed to and from such work, from the central points as set out hereunder at the expense of the employer, as the employer shall determine.

Where an employer elects to convey workers, he shall provide clean weather-proof transport with properly secured seating accommodation. Time reasonably occupied by the workers in travelling or time occupied in conveying the workers to and from such work beyond the central point or from the worker's home, whichever is the lesser, shall be allowed and paid for by the employer, with a minimum allowance of 24 minutes a day in the Auckland metropolitan area. For the purpose of this clause all distances shall be measured by the usual and most convenient mode of access for foot passengers.

(c) The central points hereinbefore referred to are:

(i) In the case of the Auckland metropolitan area, the corner of Symonds Street and Khyber Pass. For the purposes of this clause the Auckland metropolitan area is defined as comprising the city of Auckland, the boroughs of Birkenhead, Northcote, Takapuna, Devonport, Ellerslie, Henderson, Mount Albert, Mount Eden, New Lynn, Newmarket, Mount Roskill, One Tree Hill, Onehunga, Otahuhu, Manurewa, Papakura, and Papatoetoe, the Mount Wellington and Panmure road districts, the town districts of Glen Eden and Howick, and all those portions of the Manukau county situated within 1 mile of the boundaries of any of the foregoing local authority areas.

(ii) In the case of any city or town or borough other than those included in the area mentioned in the foregoing paragraph, the chief or principal post office in such other city or town or borough.

(iii) The central points specified in the foregoing paragraphs (i) and (ii) apply where the employer has a shop, office, store or other recognised place of business in any of the areas mentioned therein apart from any shop, office, or store established at, on, or in connection with any separate contract carried on by him. Where an employer has no such shop, office, store, or other recognised place of business, the central point shall be (a) if the place where the work is to be performed is in the area mentioned in paragraph (i), the point specified in that paragraph; or (b) if the place where the work to be performed is in any other city or town or borough or elsewhere, the chief or principal post office in the city or town or borough in or nearest to which the worker employed by him resides.

(d) In the case of all persons, firms, companies, or local authorities who are bound by this award but whose trade or business is other than that of a builder and contractor, the premises in which the said trade or business is regularly conducted shall be regarded as the shop of the employer for the purposes of the suburban work clause.

#### *Country Work*

13. (a) "Country work" means work done by a worker in such a locality as to necessitate his sleeping elsewhere than at his genuine place of residence in New Zealand.

(b) The provisions herein contained relative to country work shall apply whether or not the worker, prior to his accepting such country work is already in the service of the employer, and whether the worker is engaged at the place where the work is to be done or elsewhere, and irrespective of the situation of the employer's usual place of business.

(c) The employer shall convey the worker free of charge, or pay his fare, to and from country work, but subject to subclause (f) of this clause, once only during the continuance of the work. If, however, the worker is withdrawn from such work by the employer, or if he returns therefrom requiring medical attention in consequence of accident or sickness arising out of and in the course of the employment, and is, in either case, again required on the work, the employer shall convey him or pay his fare to and from such work.

(d) Time occupied in travelling shall be paid for at the ordinary rates; but no worker shall be paid more than an ordinary day's wage for any day occupied in travelling, although the hours occupied may exceed eight, unless he is on the same day occupied in working for his employer: Provided that any worker who is called upon to travel more than four hours on Saturday shall be paid for eight hours.

(e) The employer shall either provide the worker while on country work with suitable board and lodging or, in lieu thereof, pay him for each day of the week the sum of 17s. Suitable board and lodging shall include the providing of mattresses and stretchers. The details as to what shall constitute suitable board and lodging on each job shall be mutually arranged between the employer and the local branch of the union, and in the event of a dispute or difference the question shall be referred to a disputes committee under clause 21 of the award.

(f) When the work is situated less than 50 miles from the employer's place of business the worker shall be refunded his return railway fare or, in the case of there not being a railway, then his bus fare or fare for other usual means of conveyance to and from the place of engagement once every two weeks during the continuance of the work. When the work is situated over 50 miles from the employer's place of business the refund shall be made once in each two months.

(g) When a worker employed on country work is required to travel more than 1 mile from his place of boarding to the job and back, he shall be paid travelling time and fares, or shall be conveyed by his employer. In the latter case he shall be paid travelling time beyond 1 mile.

(h) Notwithstanding anything contained herein, and subject to the provisions of subclauses (a), (b), and (c) of clause 11 hereof, an employer may agree in writing with any worker that, in respect of any specified country 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 time and one third.

*Piecework*

14. (a) Piecework is prohibited. No work shall be sublet labour only.

(b) It shall be a breach of this award for any employer to sublet any work within the scope of this award on a labour-only basis, and any worker taking work on a labour-only basis shall be guilty of a breach of this award.

*Rest Period*

15. Ten minutes shall be allowed for a rest period morning and afternoon.

*Stoppage of Work for Other Than Weekly Workers*

16. (a) Any workers, other than weekly workers, required to attend at the place of work and being stood down by reason of there being no work (other than on account of bad weather conditions) shall receive three hours' pay at ordinary rates.

(b) Where, owing to bad weather conditions, work does not proceed at the commencement of the day, workers attending for the purpose of working shall be paid for two hours. If work proceeds at the commencement of the day and is interrupted by bad weather conditions, workers shall be paid until noon, but they may be transferred to a dry job or may be required to stand by until noon. If work proceeds after the lunch period and is interrupted by bad weather conditions, workers shall be paid for the rest of the afternoon, but they may be required to stand by or be transferred to a dry job. No worker is eligible for the above payment if he fails to transfer or stand by when so required. This subclause shall have no application to weekly workers.

(c) Any allowance by way of travelling time made to workers employed on suburban work shall not be regarded as a set-off against minimum payment due to workers under the foregoing subclauses.

*General Provisions*

17. (a) All scaffolding shall be erected not less than two courses  $6\frac{1}{2}$  in. below existing brickwork. Walls shall not exceed 4 ft 6 in. in height before the erection of a permanent scaffold.

(b) Reasonable time shall be allowed for washing after dirty work, and five minutes shall be allowed for cleaning tools before the termination of the day's work.

*Sanitary and Other Conveniences*

18. Each employer shall provide on the works a properly secured place for workers' tools, and where reasonably necessary accommodation to the satisfaction of the Inspector of Awards, exclusively for the use of workers to change their clothes and have their meals, and facilities shall be afforded for boiling water at mealtimes. The employer shall also provide proper sanitary accommodation for the workers to the satisfaction of the inspector.

*Right of Entry*

19. The secretary or other authorised officer of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

*Exemptions*

20. (a) Harbour boards and borough councils may substitute the holidays observed under their own regulations for those provided in this award, but so as not to reduce the total number of holidays prescribed hereunder.

(b) Harbour boards may observe their usual practice as to pay days.

(c) Save as above, all the provisions of this award shall apply to workers employed by the harbour boards and borough councils.

(d) Nothing in this award shall apply to:

Pacific Steel Ltd.

Tasman Pulp and Paper Co. Ltd.

*Disputes*

21. 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 specifically dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district.

If the committee is unable to decide the question then the chairman shall give a decision or refer the matter to the Court.

Either side shall have the right to appeal to the Court against a decision of any such committee or chairman, 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.

*Unqualified Preference*

22. (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*

23. Each employer shall, on written request, supply the union with a list of workers employed by him under this award. Such request shall not be made more often than once in each three months.

*Under-rate Workers*

24. (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.

*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 district to which this award relates.

*Scope of Award*

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

*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 24th day of November 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 24th day of May 1967.

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 22nd day of December 1965.

[L.S.]

A. P. BLAIR, 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 22 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. P. BLAIR, Judge.

[End of Volume 1965]