

NEW ZEALAND SOFT-GOODS WAREHOUSE EMPLOYEES—AWARD

[Filed in the Office of the Clerk of Awards, Christchurch]

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 New Zealand Federated Storemen and Packers (other than in Retail Shops) and Warehouse Employees (other than Drivers and Clerks) Industrial Association of Workers (hereinafter called “the union”) and the under-mentioned persons, firms, and companies (hereinafter called “the employers”):

NORTHERN INDUSTRIAL DISTRICT

Abanco Fabrics, Warehousemen, Strand Arcade, Queen Street, Auckland.
 Abbott, Armstrong, and Howie Ltd., Soft-goods Warehousemen, 15 Elliott Street, Auckland.
 Ambler and Co. Ltd., Manufacturers, Wellesley Street, Auckland.
 Auckland Sandal Co. Ltd., Manufacturers, 1 Howe Street, Auckland.
 Berlei (New Zealand) Ltd., Soft-goods Manufacturers, Wellesley Street, Auckland.
 Betterton Manufacturing Co. Ltd., Clothing Manufacturers, Schofield Street, Auckland.
 Bing, Harris, and Co. Ltd., Soft-goods Warehousemen, Ngapuhi Chambers, Lorne Street, Auckland.
 Brookbanks Ltd., Soft-goods Warehousemen, Victoria Street, Auckland.
 Caro and Jerrat Ltd., Soft-goods Warehousemen, Victoria Street, Auckland.
 Dominion Brace Co. Ltd., Brace and Garter Manufacturers, 359-367 Broadway, Newmarket, Auckland.
 Foote Bros. Ltd., Soft-goods Warehousemen, Elliott Street, Auckland.
 Greer and Son Ltd., R., Clothing Manufacturers, Douglas Street, Auckland.
 Jamieson and Co., R., Woollen Merchants, 3 Lorne Street, Auckland.
 Jonas Ltd., C. T., Mattress Manufacturers and Furnishing Warehousemen, 85 Lorne Street, Auckland.
 Kaiapoi Woollen Manufacturing Co. Ltd., Soft-goods Warehousemen, Wellesley Street, Auckland.
 Palmer, Collins, and Whitaker Ltd., Travel Goods Manufacturers, 239-241 Ponsonby Road, Auckland.
 Platt and Co. Ltd., H. J., Indent Merchants, Forester Building, Albert Street, Auckland.
 Prestige Millinery Ltd., Hat Manufacturers, 73 Lorne Street, Auckland.
 Ross and Glendining Ltd., Soft-goods Warehousemen, Elliott Street, Auckland.
 Sargood, Son, and Ewen Ltd., Warehousemen, Victoria Street, Auckland.
 Wellington Woollen Co. Ltd., Warehousemen, Elliott Street, Auckland.

TARANAKI INDUSTRIAL DISTRICT

Bing, Harris, and Co. Ltd., Warehousemen, 88 Brougham Street, New Plymouth.
 Sargood, Son, and Ewen Ltd., Warehousemen, 11 Robe Street, New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT

Abbott, Oran, and Co. Ltd., Warehousemen, Victoria Street, Wellington.
 Amos Softgoods Ltd., Warehousemen, Victoria Street, Wellington.
 Bing, Harris, and Co. Ltd., Warehousemen, Victoria Street, Wellington.
 Bing, Harris, and Co. Ltd., Warehousemen, Hastings Street, Napier.
 Bruce Woollen Manufacturing Co. Ltd., Warehousemen, Victoria Street, Wellington.
 Cathie and Son Ltd., Warehousemen, Marion Street, Wellington.
 Jamieson and Co. Ltd., R., Warehousemen, Wakefield Street, Wellington.
 Kaiapoi Woollen Manufacturing Co. Ltd., Warehousemen, Jervois Quay, Wellington.
 Kaiapoi Woollen Manufacturing Co. Ltd., Warehousemen, Tennyson Street, Napier.
 Makower, McBeath, and Co. Ltd., Warehousemen, Victoria Street, Wellington.
 Roberts (New Zealand) Ltd., Warehousemen, Levy Building, Wellington.
 Ross and Glendining Ltd., Warehousemen, Victoria Street, Wellington.
 Ross and Glendining Ltd., Warehousemen, Hastings Street, Napier.
 Sargood, Son, and Ewen Ltd., Warehousemen, Jervois Quay, Wellington.
 Sargood, Son, and Ewen Ltd., Warehousemen, Dickens Street, Napier.
 Snow Rainger Ltd., Warehousemen, Dominion Building, Wellington.
 Wellington Woollen Co. Ltd., Manufacturers, Jervois Quay, Wellington.

MARLBOROUGH INDUSTRIAL DISTRICT

Barratts, Warehousemen, Market Street, Blenheim.

NELSON INDUSTRIAL DISTRICT

Bing, Harris, and Co. Ltd., Warehousemen 194 Rutherford Street, Nelson.
 Harrold, P. D., Warehousemen, 166A Hardy Street, Nelson.
 Kaiapoi Woollen Manufacturing Co. Ltd., Warehousemen, 6 Church Street, Nelson.
 Ross and Glendining Ltd., Warehousemen, 37 Bridge Street, Nelson.
 Sargood, Son, and Ewen Ltd., Warehousemen, 8 Church Street, Nelson.
 Wellington Woollen Manufacturing Co. Ltd., Warehousemen, 153 Hardy Street, Nelson.

WESTLAND INDUSTRIAL DISTRICT

Armstrong, L. J., Warehousemen, Mackay Street, Greymouth.
 Lane, Walker, Rudkin Ltd., Warehousemen, Waite Street, Greymouth.
 Ross and Glendining Ltd., Warehousemen, Albert Street, Greymouth.
 Sargood, Son, and Ewen Ltd., Warehousemen, Mackay Street, Greymouth.

CANTERBURY INDUSTRIAL DISTRICT

Ackroyd Bros. and Meadowcroft Ltd., Warehousemen, 184 St. Asaph Street, Christchurch.
 Bing, Harris, and Co. Ltd., Warehousemen, 68 Lichfield Street, Christchurch.
 Canterbury Woollen Co. Ltd., Manufacturers and Warehousemen, 174 Cashel Street, Christchurch.
 Drapery Distributing Co. Ltd., Warehousemen, 76 Lichfield Street, Christchurch.
 Ellis and Co. Ltd., Arthur, Manufacturers and Warehousemen, 81 Lichfield Street, Christchurch.
 Evans Ltd., H. F., Warehousemen, 19 Bedford Row, Christchurch.
 Gledhill and Co. Ltd., A. E., Warehousemen, 56 Lichfield Street, Christchurch.
 Gollin and Co. Pty. Ltd., Warehousemen, 154 Durham Street, Christchurch.
 Jamieson and Co. Ltd., R., Warehousemen, 7 Bedford Row, Christchurch.
 Kaiapoi Woollen Manufacturing Co. Ltd., Manufacturers and Warehousemen, 30 Manchester Street, Christchurch.
 Lane, Walker, Rudkin Ltd., Warehousemen, 32 Montreal Street, Christchurch.
 Lichfield New Zealand Ltd., Manufacturers and Warehousemen, 179 Tuam Street, Christchurch.
 Millers (Wholesale) Ltd., Warehousemen, 163 Tuam Street, Christchurch.
 Paris Manufacturing Co. Ltd., Manufacturers and Warehousemen, 250 St. Asaph Street, Christchurch.
 Roberts (New Zealand) Ltd., Warehousemen, Cnr. of Tuam and Manchester Streets, Christchurch.
 Ross and Glendining Ltd., Warehousemen, 84 Lichfield Street, Christchurch.
 Sargood, Son, and Ewen Ltd., Warehousemen, 92 Lichfield Street, Christchurch.
 Satterthwaite and Co. Ltd., A. M., 203 Hereford Street, Christchurch.
 Saunders Ltd., R. W., Warehousemen, 10 Bedford Row, Christchurch.
 Sutcliffe Ltd., J. E., Warehousemen, 77 Lichfield Street, Christchurch.
 Timaru Worsted and Woollen Co. Ltd., Manufacturers and Warehousemen, Banks Street, Timaru.
 Wellington Woollen Manufacturing Co. Ltd., Manufacturers and Warehousemen, 98 Lichfield Street, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICTS

Bing, Harris, and Co. Ltd., Warehousemen, 131 High Street, Dunedin.
 Bing, Harris, and Co. Ltd., Tay Street, Invercargill.
 Blackie Ltd., D. H., Clothing Manufacturers, 106 Bond Street, Dunedin.
 D. H. Blackie Ltd., 152 High Street, Dunedin.
 Brough, R. F., and Co., Wholesale Furriers, 186 George Street, Dunedin.
 Carpet Distributors Ltd., 11 Stafford Street, Dunedin.
 Carpet Import Co., Crust and Crust Building, Manse Street, Dunedin.
 Carpet Mill Products, 480 Moray Place, Dunedin.
 Chiles and Umbers, Warehousemen and Manufacturers' Agents, 16 Bath Street, Dunedin.
 Dunlop and Co. Ltd., J., Clothing, Fancy Goods, Footwear etc., 238 Cumberland Street, Dunedin.
 Ellis and Co. Ltd., Arthur, Soft Furnishing Warehousemen and Flock and Bedding Manufacturers, 142 High Street, Dunedin.
 Gill and Co. Ltd., Arthur, Clothing Manufacturers and Warehousemen, 4A Carroll Street, Dunedin.
 Gollin and Co. Ltd., Carpet Trade, 7 Crawford Street, Dunedin.

Hallenstein Bros. Ltd., Clothing Manufacturers and Warehousemen, 20 Dowling Street, Dunedin.
 Jamieson and Co. Ltd., R., Woollen Merchants, 480 Moray Place, Dunedin.
 Kaiapoi Woollen Co., Moray Place, Dunedin.
 Kaiapoi Woollen Manufacturing Co. Ltd., Warehousemen, Dee and Esk Streets, Invercargill.
 Lane, Walker, Rudkin Ltd., Worsted Woollen and Hosiery Manufacturers, 326 George Street, Dunedin.
 Matthews Millinery Co. Ltd., Wholesale Manufacturers, 25 Bath Street, Dunedin.
 Mosgiel Woollen Co., 184 High Street, Dunedin.
 Ross and Glendining Ltd., Manufacturers and Warehousemen in Woollens, Worsteds, Clothing, Hosiery, Hats, Caps, and Boots, 166 High Street, Dunedin.
 Ross and Glendining Ltd., Esk Street, Invercargill.
 Sargood, Son, and Ewen Ltd., Warehousemen and Manufacturers, 95 Lower High Street, Dunedin.
 Sargood, Son, and Ewen Ltd., Soft-goods Merchants, Don Street Invercargill.
 Satterthwaite and Co. Ltd., A. M., Wholesale Merchants, 7-9 Crawford Street, Dunedin.
 Sew Hoy, Chinese Merchants, 29 Stratford Street, Dunedin.
 Thompson and Son. Ltd., Alex, Waterproof Clothing Manufacturers, 453 Princes Street, Dunedin.
 W. P. Warner Ltd., Hat Manufacturers, 36 Great King Street, Dunedin.
 Wellington Woollen Co., Manse Street, Dunedin.

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 31st day of March 1964 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 24th day of October 1962.

[L.S.]

K. G. ARCHER, Judge.

SCHEDULE

Interpretation

1. For the purpose of this award the term "warehouseman" shall mean any worker (except a storeman or a packer) who is engaged in any capacity in connection with the reception, display, sale, dispatch, or delivery of goods in or

for the establishment of those employers who are bound by this award, but the term shall not be deemed to include any such worker who is in receipt of a gross wage of £930 or more per annum, excluding overtime payments and bonuses.

Classification of Workers

2. (a) Warehousemen shall be classified as follows: Juniors, seniors, and travellers.

(b) A junior is a worker who is in receipt of less than the minimum weekly wage payable hereunder to male workers when 22 years of age or over.

(c) A senior is a worker to whom this award applies who is in receipt of not less than the minimum weekly wage payable hereunder to male workers when 22 years of age or over.

(d) A traveller is a worker who is wholly or substantially engaged in canvassing for orders for goods.

Hours of Work

3. (a) The hours of work shall not exceed 40 per week and shall be worked between 8 a.m. and 5.30 p.m. on five days of the week, eight hours per day, Monday to Friday, both days inclusive.

(b) Ordinarily one hour shall be allowed for the midday meal (which shall be between 12 noon and 2 p.m.) on each day, but by mutual agreement between the employer and the majority of his workers the length of the meal interval may be varied. No worker shall be employed for longer than five hours without an interval for a meal.

Wages

4. (a) *Males*—The following shall be the minimum weekly wages:

Age at Commencement	First Year		Second Year		Third Year		Fourth Year	Fifth Year	Sixth Year	There-after
	First Half	Second Half	First Half	Second Half	First Half	Second Half				
Under 17	90/-	100/-	110/-	120/-	137/6	156/6	178/-	206/6	235/6	266/8
17 to 18	100/-	110/-	120/-	137/6	178/-		206/6	235/6	266/8	266/8
18 to 19	110/-	123/-	151/6		206/6		235/6	266/8	266/8	266/8
19 to 20	128/6	146/-	192/-		235/6		266/8	266/8	266/8	266/8
Over 20	151/6	173/-	235/6		266/8		266/8	266/8	266/8	266/8

Provided that a male worker shall receive not less than £11 15s. 6d. per week when 21 years of age and not less than £13 6s. 8d. per week when 22 years of age or over.

Provided, further, that a male worker in his eleventh year of service and there-after, or when 27 years of age or over, shall be paid not less than £13 14s. per week.

(b) *Females*—The following shall be the minimum weekly wages:

Age at Commencement	First Year		Second Year		Third Year		Fourth Year	Fifth Year	Sixth Year	There-after
	First Half	Second Half	First Half	Second Half	First Half	Second Half				
Under 17	72/6	80/6	85/9	92/-	101/3	111/6	123/3	136/-	161/-	178/-
17 to 18	80/6	85/9	92/-	101/3	119/9		136/-	161/-	178/-	178/-
18 to 19	86/9	93/3	105/9	123/3	136/-		161/-	178/-	178/-	178/-
19 to 20	95/3	105/9	125/9		157/-		178/-	178/-	178/-	178/-
20 to 21	114/6	125/9	157/-		178/-		178/-	178/-	178/-	178/-
Over 21	154/6		178/-		178/-		178/-	178/-	178/-	178/-

Travellers

5. (a) A traveller other than a country traveller shall be paid a minimum wage of £14 1s. 6d. per week for the first two years, and £14 13s. per week after two years' travelling service, exclusive of car allowance and travelling expenses. A country traveller shall be paid a minimum wage of £15 1s. per week, exclusive of car allowance and travelling expenses.

(b) If a traveller is employed by more than one employer, the employers collectively shall pay the traveller the minimum wage prescribed in the preceding subclause, and every such arrangement shall be submitted by the employers concerned to the Inspector of Factories for his approval.

(c) A "country traveller" is a traveller wholly or substantially engaged outside of the town and suburbs thereof in which the warehouse is situated, and nothing in this award in respect to hours of work and overtime shall apply to country travellers.

(d) A warehouseman may be employed as a probationary traveller for a period not exceeding three months, and while so employed shall be paid a special allowance of £1 per week, provided, however, that if his age is under 21 years, his minimum weekly rate including the allowance shall not be less than £10, and provided, also, that if he operates outside of the town and suburbs thereof in which the warehouse is situated, clauses 3 and 8 of the award shall continue to apply to him.

The proportion of probationary travellers at any one time shall not exceed 20 per cent of the total number of travellers employed by an employer, but the operation of this proportion shall not prohibit the employment of one probationary traveller.

Casuals

6. A casual hand shall be paid not less than 7s. 2d. per hour. A warehouseman shall be deemed to be a casual hand when employed for less than one week.

Part-time Workers

7. (a) Where the employer does not regularly require the services of a worker for the full period of 40 hours per week or such other number of ordinary hours as is normally worked in the particular establishment or department he shall pay such workers *pro rata* the appropriate scale of salary plus 10 per cent.

(b) This provision shall not be used for the purposes of reducing the hours of work or the earnings of any worker.

Overtime and Holidays

8. (a) All work done in any one day outside or in excess of the hours prescribed in clause 3 hereof 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.

(b) Workers required to work overtime after 6 p.m. or to work during the morning and continuing to work after 1 p.m. on Saturday or Sunday shall be given an interval for a meal and shall be paid 5s. 2d. meal money.

(c) The following shall be the recognised holidays: Christmas Day, Boxing Day, New Year's Day, 2 January, Anzac Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, the birthday of the reigning Sovereign, and Anniversary Day: Provided that in any district where Anniversary Day is not observed as a holiday, another day shall be allowed as a holiday in lieu thereof.

(d) Should any of the above holidays, except Anzac Day and Easter Saturday, fall on a Saturday or a Sunday, then for the purpose of this award such holiday shall be observed on the following Monday. In the event of Christmas Day and

New Year's Day being observed on a Monday in pursuance of the foregoing, Boxing Day and 2 January shall be observed on the Tuesdays following the respective Mondays.

(e) All work done on Sundays, Christmas Day, Good Friday, or Anzac Day shall be paid for at double time rates; and all work done on any of the other specified holidays, or any day observed in lieu thereof, shall also be paid for at double time rates. The said payment shall be in addition to the ordinary weekly wage.

(f) 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 the holidays referred to in subclause (c) of this clause.

Annual Holidays

9. (a) Two weeks' holidays on full pay shall be allowed to each worker on the completion of each year of employment. Subject to the provisions of the Annual Holidays Act 1944, such holiday may be allowed in conjunction with the Christmas and New Year holiday. For less than one year of employment payment shall be made in conformity with the provisions of the Annual Holidays Act 1944. Such holidays shall be given in addition to the holidays specified in clause 8 of this award.

(b) Upon completion of 10 years' continuous employment with the same employer, a worker shall be granted an annual holiday of three weeks instead of two weeks as mentioned in subclause (a) of this clause.

(c) Where it is customary for any employer to allow annual holidays to his workers or to any class of his workers during a period in each year when his premises are closed or the work of these workers is for any reason discontinued, and at the date of the commencement of any such period any such worker has not become entitled to an annual holiday, then, subject to any agreement under the proviso to subsection (2) of section 3 of the Annual Holidays Act, that worker, notwithstanding the provisions of subclause (a) of clause 14 hereof, shall not be entitled to any wages for the two weeks following that date but the employer shall before that date pay to him in addition to all other amounts due to him at that date, including amounts to which he is entitled in respect of special holidays, an amount equal to one twenty-fifth of his ordinary pay for the period of his employment up to that date, and for the purposes of the Annual Holidays Act the next year of his employment shall be deemed to commence on that date.

Proportion

10. (a) The proportion of juniors to seniors in any warehouse or branch warehouse shall not exceed one junior to each senior substantially employed as a warehouseman under this award.

(b) The proportion of female workers to male workers in any warehouse or branch warehouse shall not exceed one female to each three male workers substantially employed as warehousemen under this award.

References

11. (a) Each worker on leaving or being discharged from his employment shall be given a reference in writing, on request, stating the position held and length of service.

(b) Original references shall be the property of the worker and shall be returned on request.

Payment of Wages

12. (a) Wages shall be paid fortnightly and in cash on any day not later than Thursday and in the employer's time, except in the case of casual workers, who shall be paid immediately upon discharge: Provided that where a holiday falls on a Friday wages shall be paid not later than Wednesday.

(b) On request workers shall be supplied in writing with full details of the manner in which their wages have been calculated.

Transferring of Workers

13. Any employer transferring a worker, except at his own request, from one town to another shall pay such worker's fare, first class, rail or boat, and the transport of the worker's furniture and effects, to the place where such worker is transferred, and, if the worker does not terminate his employment within six months after the transfer, the employer shall refund the fare of the worker's wife and children (if any).

Terms of Employment

14. (a) The employment shall be deemed to be a weekly employment, and no deduction shall be made from the weekly wages except for time lost through the worker's sickness or default or through any accident not arising out of or in the course of the worker's employment.

(b) Not less than seven days' notice shall be given by either party of the termination of the employment, except in the case of casual hands; but nothing in this clause shall prevent an employer from summarily dismissing any worker for wilful misconduct.

Accommodation and Clothing

15. (a) Where required by the provisions of the Shops and Offices Act 1955, and regulations made thereunder, and otherwise where practicable, the employer shall provide a suitable dining-room, a room for changing clothes, and facilities for boiling water for the purpose of making tea. He shall also supply a sufficient number of wash-hand basins, clean towels, soap, and proper lavatory accommodation.

(b) Where three or more females are employed, a suitable rest-room and cloak-room shall be provided. If any females are employed, separate sanitary accommodation shall also be provided.

(c) In the event of any dispute as to the practicability of providing accommodation, the matter shall be dealt with under clause 16.

(d) On request, the employer shall supply smocks where the nature of the work makes it necessary.

Matters Not Provided For

16. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer and the secretary of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within 14 days after such decision shall have been communicated to the party desiring to appeal.

Right of Entry

17. 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.

Notification

18. Employers shall, on written request, at intervals of not more than three months supply to the secretary of the union the names of all workers employed by them under this award.

Rest Period

19. A rest period of 10 minutes shall be allowed to workers each morning and afternoon, but the periods for various workers shall be staggered if necessary to enable the business of the employer to be carried on.

Unqualified Preference

20. (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 any 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 purpose 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.)

Under-rate Workers

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

(b) Such permit shall be for such period, not exceeding six months, as such inspector or other person shall determine, and after the expiration of such period shall continue in force until 14 days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner

prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such inspector or other person shall think fit.

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

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

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Application of Award

22. 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

23. This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

Term of Award

24. 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 1st day of October 1962, 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 31st day of March 1964.

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 24th day of October 1962.

[L.S.]

K. G. ARCHER, Judge.

MEMORANDUM

The award, which incorporates the terms of settlement arrived at by the parties, includes a clause designed to operate as an unqualified preference provision within the meaning of section 174 of the Industrial Conciliation and Arbitration Act 1954 (as amended by the Industrial Conciliation and Arbitration Amendment Act 1961). Section 174B directs that the Court in making any award shall insert therein an unqualified preference provision only if it is satisfied under the first alternative that such a provision has been agreed upon by all the assessors in the course of an inquiry into an industrial dispute by a Council of Conciliation. For the purposes of section 174B the Court is satisfied to accept the complete settlement arrived at by the parties and executed by or on behalf of all the assessors as proof that the unqualified preference provision has been agreed to by all the assessors, and clause 20 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

The rates of remuneration prescribed by this award are *not* to be increased by the application of the provisions of the Court's general order of 4 July 1962.

K. G. ARCHER, Judge.