

CANTERBURY AND OTAGO AND SOUTHLAND HOSPITAL BOARDS' CLERICAL WORKERS—AWARD

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

In the Court of Arbitration of New Zealand, 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 Clerical and Office Staff Employees Industrial Association of Workers (hereinafter called "the union") and the under-mentioned boards (hereinafter called "the employers"):

Ashburton Hospital Board, P.O. Box 75, Ashburton.  
 Maniototo Hospital Board, Ranfurly.  
 Otago Hospital Board, P.O. Box 946, Dunedin.  
 South Otago Hospital Board, P.O. Box 14, Balclutha.  
 Southland Hospital Board, P.O. Box 39, Invercargill.  
 Vincent Hospital Board, Clyde.  
 Waitaki Hospital Board, P.O. Box 94, Oamaru.

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 1965 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 April 1964.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

*Application of Award*

1. This award shall apply to clerical workers employed in all establishments of the hospital boards named hereunder:

Ashburton Hospital Board, Ashburton.  
 Maniototo Hospital Board, Ranfurly.  
 Otago Hospital Board, Dunedin.

South Otago Hospital Board, Balclutha.  
 Southland Hospital Board, Invercargill.  
 Vincent Hospital Board, Clyde.  
 Waitaki Hospital Board, Oamaru.

#### *Definitions*

2. For the purposes of this award the term "clerical workers" shall comprise all workers engaged wholly or substantially at one or more of the following classes of work: writing, typing, shorthand writing, attending telephones, book-keeping, office machine operating, receiving and/or paying out cash, and any work relating to correspondence, accounts or records; and shall include collectors, inspectors, and hospital admitting clerks, or any other workers deemed by the board and the union to come within the scope of this award. "The Board" or "the employer" shall mean any of the hospital boards mentioned in clause 1.

#### *Hours of Work*

3. (a) From Monday to Friday inclusive, the hours of work shall not be more than eight on any one day.

(b) The normal weekly hours of work shall be  $37\frac{1}{2}$  but notwithstanding this, time may be worked between 8 a.m. and noon on Saturday provided always that not more than 40 hours are worked at ordinary rates of pay in any one week.

(c) Notwithstanding the foregoing, telephonists employed in hospital inquiry exchanges, and any other workers who it is agreed by the board concerned and the union shall come within the scope of this clause, shall be required to work the weekly hours provided in a roster of duties to be approved from time to time by the board concerned and the union, provided that such hours do not exceed 38 per week and that shifts are not broken.

#### *Wages*

4. The following shall be the minimum salaries payable to all employees specified in the following clauses:

##### (a) *Male Officers:*

General Scale—	Per Annum					
	£					
First year .. .. .	..	..	..	..	..	345
Second year .. .. .	..	..	..	..	..	389
Third year .. .. .	..	..	..	..	..	452
Fourth year .. .. .	..	..	..	..	..	519
Fifth year .. .. .	..	..	..	..	..	579
Sixth year .. .. .	..	..	..	..	..	647
Seventh year .. .. .	..	..	..	..	..	708
Eighth year .. .. .	..	..	..	..	..	753
Ninth year .. .. .	..	..	..	..	..	802
Tenth year .. .. .	..	..	..	..	..	881
Eleventh year .. .. .	..	..	..	..	..	922
Twelfth year .. .. .	..	..	..	..	..	978
Thirteenth year .. .. .	..	..	..	..	..	1,014
Fourteenth year .. .. .	..	..	..	..	..	1,041

Males with School Certificate commence at third year of scale. Males with University Entrance commence at fourth year of scale. Males with Higher School Leaving Certificate commence at fifth year of scale: Provided, however, that no officer shall be employed as an accountant or chief clerk at a lesser salary than the maximum of Grade 3.

## (b) Lodging allowance for first and second years if living away from home:

	Per Annum		
	£	s.	d.
If on first year salary of £345 .. ..	52	10	0
If on second year salary of £389 .. ..	33	10	0

(c) *Higher Position for Male Staff*: Officers may be promoted to higher positions if in the opinion of the board some advancement beyond the specified steps of the general scale is justified by the responsibilities undertaken. This advancement may be made within any of the following grades:

	£		
Grade 3 – maximum salary per annum .. ..	1,151		
Grade 2 – maximum salary per annum .. ..	1,442		
Grade 1 – maximum salary per annum .. ..	1,623		

In each case the actual salary scale and increments shall be determined by the board in accordance with its scheme of classification and the personal merits of the officer: Provided that the salaries of all graded positions in force at the date of commencement of this award shall be increased without further re-classification in accordance with a scale to be agreed upon by the employer and the union.

(d) *Salaries for Female Clerks and Other Female Officers*:

General Scale—					Per Annum			
					£			
First year .. .. .	..	..	..	..	..	345		
Second year .. .. .	..	..	..	..	..	389		
Third year .. .. .	..	..	..	..	..	452		
Fourth year .. .. .	..	..	..	..	..	519		
Fifth year .. .. .	..	..	..	..	..	579		
Sixth year .. .. .	..	..	..	..	..	647		
Seventh year .. .. .	..	..	..	..	..	708		
Eighth year .. .. .	..	..	..	..	..	753		

Females with Junior Government Shorthand-typing Examination commence at second year of scale. Females with School Certificate or Senior Government Shorthand-typing Examination commence at third year of scale. Females with University Entrance Examination commence at fourth year of scale. Females with Higher School Leaving Certificate commence at fifth year of the scale.

## Lodging allowance for first and second years if living away from home:

	Per Annum		
	£	s.	d.
If on first year salary of £345 .. ..	52	10	0
If on second year salary of £389 .. ..	33	10	0

(e) *Grade 1 (Females)*:

Maximum salary .. .. .	..	..	..	..	961	0	0
------------------------	----	----	----	----	-----	---	---

Officers may be promoted to Grade 1 if, in the opinion of the board, some advancement beyond the specified steps of the general scale is justified by the responsibilities undertaken.

The maximum salary in this grade shall be £961 and increments in any one year shall be entirely at the discretion of the board: Provided that salaries of all graded positions in force at the date of the commencement of this award shall be increased without further re-classification in accordance with a scale to be agreed upon by the employer and the union.

(f) For the purposes of qualifications under the foregoing general scales for males and females, experience in any employment of a similar character to that covered by this award shall be counted as if it were experience in employment covered by this award.

(g) *Higher Positions (Female Officers)*: In higher positions where female officers of hospital boards are in receipt of a salary exceeding £961 per annum (excluding overtime) the salaries of such officers covered by this award shall be in accordance with the scheme of classification as approved by the respective boards.

In cases of promotion from a lower to a higher position, the salary of the officer promoted may be increased to that of the previous holder of the position by one or more steps.

All salaries shall be reviewed annually, but before increments not provided for in the scheme of classification are granted, the approval of the board shall be obtained.

(h) Should any question or dispute arise in connection with grading, the matter shall be dealt with in accordance with the provisions of clause 21.

(i) Females substantially engaged on the following machines shall be paid not less than 10s. 9d. per week in addition to the above rates:

- (i) Accounting and book-keeping machines, posting and analysis machines, if fitted with vertical and cross-adding registers.
- (ii) Calculating machines, key-driven, for which the operators must have special training, as distinct from crank-driven or rotary-type calculating machines which do not require specialised operators.
- (iii) Invoicing machines fitted with adding registers and where any part of the keyboard is electrically operated and controlled or fitted with vertical and cross-adding registers.

(j) A worker who substantially acts as a cashier or pay clerk, and not holding a graded position, shall be paid 6s. 3d. per week, in addition to the rate to which such worker is entitled under subclauses (a) and (d) of this clause.

(NOTE—Attention is drawn to the fact that this award is to be read subject to the provisions of the Minimum Wage Act 1945.)

#### *Bonus for Qualifications*

5. An officer who obtains a full pass in one of the examinations mentioned hereunder shall, on completion of the salary year in which he obtains the pass, be credited with one year's extra service. Where employment of a similar character extends beyond 14 years as in subclause (a) of clause 4, he shall thereafter be paid £52 10s. per annum above the rate prescribed for the fourteenth year of service.

An officer who obtains a full pass in one of those examinations in the fourteenth or a subsequent year of service, shall be entitled at the end of the salary year in which he passes the examination, and thereafter to payment of £52 10s. per annum above the rate prescribed for the fourteenth year of service.

An officer who, at the date of this award, has already obtained a full pass in one of the under-mentioned examinations and has not received extra payment shall become entitled to the benefit of this clause as from the date upon which the award is made, excepting that when the officer has obtained the full pass during his current year of service, this provision shall apply as from the beginning of his next year of service after the date of making of the award.

The credit of payment referred to in this clause shall apply or continue only while the officer concerned is engaged in duties to which the examination is appropriate.

Female officers to be credited with qualifications up to eighth year.

When an officer of a hospital board passes one of the following examinations, this clause shall apply:

- B. Com.
- Accountancy Professional.
- Law Professional.
- LL.B.
- Chartered Institute of Secretaries.
- New Zealand Institute of Secretaries.
- New Zealand Hospital Officers' Association.

An officer who passes one or more subjects in any of the above examinations, shall receive a grant equivalent to the entrance fees paid.

On each occasion on which an officer completes two subjects of any one of the listed examinations, but excluding the New Zealand Hospital Officers' Examination, he shall be entitled to a bonus payment of £15 10s. provided that no officer shall be eligible for more than one bonus payment in any one year.

On obtaining three sectional certificates of the professional section of the New Zealand Hospital Officers' Examinations an officer shall be paid £22 10s. per annum in addition to his scale rate up to and including the fourteenth year of the General Scale.

#### *Overtime*

6. (a) When overtime is required to be worked at the request of a responsible senior officer, reasonable notice shall be given to the workers, and whenever possible, the period of notice of overtime shall not be less than five hours. No overtime for which overtime rates are payable shall be worked by any employee without the approval of a responsible senior officer in charge of the particular employee.

(b) Where a worker is required to work more than eight hours per day or an aggregate of more than 40 hours per week, the excess time shall be deemed to be overtime, and shall be subject to payment at time and a half rates for the first three hours and thereafter at double time, provided that no overtime rate shall be less than 3s. per hour. The hourly rate of pay shall be one fortieth part of the weekly rate of salary payable.

(c) Time worked after noon on Saturdays and on Sundays shall be paid for at double time rates, provided that in the case of the staff required to work on a regular roster of not less frequently than one Saturday per month, an extra half time in addition to the ordinary time shall be paid for ordinary hours worked on Saturdays before noon.

(d) When a worker is required to work overtime after 6 p.m. on any week day, or after 1 p.m. on Saturdays or Sundays, the employer shall pay to such worker 5s. 3d. meal money.

(e) A worker shall not be required to work for more than five hours continuously without an interval for a meal.

(f) The total overtime payment in respect of any year shall be restricted to an amount which, when added to the salary for that year, does not exceed £1,300.

#### *Terms of Employment*

7. (a) For workers other than casuals or part time workers, the employment shall be deemed to be a fortnightly one, and a fortnight's notice shall be given by either side; but this shall not prevent any board from summarily dismissing any worker for wilful misconduct or other just cause.

(b) All wages shall be paid fortnightly within working hours and not later than Thursday of the second week. Payment of wages at other than the times stated shall be by special arrangement between the board concerned and the secretary of the union.

(c) A rateable deduction from the wages of any worker may be made for time lost through sickness, accident, or default, but this shall not be taken to nullify the existing custom of the board concerned regarding sick leave, nor the provisions of clause 13 unless the circumstances of any particular case justify some departure from this custom.

(d) Any employee who is instructed to perform temporarily the duties of a higher-grade employee shall, if he occupies the higher position for more than eight weeks continuously be paid from the date upon which he commenced the higher-grade duty and while engaged in performing such higher-grade duty, at the rate not less than the minimum salary paid for the higher position.

(e) Where the circumstances warrant it the board may on the death of an employee's husband, wife, child, father, mother, brother or sister, or in any other case where the employee is responsible for making of funeral arrangements, grant the employee leave on full pay for a period not exceeding three days and if satisfied that the circumstances warrant it, for a further period not exceeding two days occupied in travelling.

#### *Casual and Part-time Workers*

8. (a) A worker engaged for less than two weeks shall be termed a casual and such worker shall be paid *pro rata* for the time worked, at a rate of 20 per cent more than the appropriate rate set out in clause 4. The *pro rata* rate payable shall be calculated on an hourly basis computed on the weekly wage, divided by 40.

Workers who enter into contracts of service to work regularly on a part-time basis, shall be deemed to be casual workers provided that a worker requesting part-time work for his or her own purposes when full time work is available shall not be eligible for the penal rate, such appointments to be approved by the union.

(b) Notwithstanding the provisions of subclause (a) hereof when the requirements of the board are such as to necessitate the employment of part-time workers in the capacity of hospital admitting clerks or clerk-receptionist, casualty department, during the weekend period Saturday and Sunday only, the rate of pay for such workers shall be *pro rata* the appropriate scale salary under clause 4 plus an amount equal to 50 per cent thereof for time worked on a Saturday, and plus an amount equal to 100 per cent thereof for time worked on a Sunday.

These provisions shall not be used for the purpose of reducing the hours of work or the earnings of any worker.

#### *Holidays and Annual Leave*

9. (a) The under-mentioned shall be paid holidays and shall not be considered as part of the annual leave: 1 January, 2 January, Anniversary Day or a day in lieu thereof, Good Friday, Easter Saturday (where Saturday is worked), Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day and Boxing Day.

Should any of the above-mentioned holidays, except Anzac Day, fall on a Saturday or a Sunday, then such holiday shall be observed on the next following working day or days.

(b) Workers who are employed on any of the days set out in subclause (a) hereof shall be paid at the rate of double time in addition to the ordinary salary.

(c) Annual holiday leave shall be granted in accordance with the provisions of the Annual Holidays Act 1944 provided, however, that after five years' continuous service with the particular board, the period of annual leave shall be three weeks.

(d) Except as otherwise agreed, at least one month's notice of commencement of annual leave shall be given to the workers and they shall be paid for the annual holiday on or before its commencement.

(e) A worker having completed 20 years' continuous service with the same employer shall be entitled on application to four weeks' leave in addition to his annual leave during one year only of his subsequent service.

Such leave shall be known as long service leave and shall be taken at a time mutually agreeable to the employer and the worker concerned.

Leave so granted may be deducted from any retiring allowance due to the worker on his retirement or resignation from the employer's service.

#### *Special Clauses for Telephonists*

10. (a) The provisions of clauses 3 and 6 and of subclauses (a), (b), (c) and (d) of clause 9 of this award shall not apply to telephonists employed in hospital inquiry exchanges. The conditions of employment of these workers will be in accordance with the following subclauses.

(b) *Hours of Work*—The normal hours of work shall be in accordance with the roster of duties approved from time to time by the employer and by the union, provided that such hours shall not exceed an average of 38 per week over the cycle of weeks included in the roster and shifts shall not be broken.

(c) *Wages*—The wages for telephonists shall be those set out in clause 4, except that the maximum rate for males shall be that prescribed in the scale for the ninth year, and the maximum rate for females shall be that prescribed in the scale for the seventh year: Provided that where in the opinion of the board some advancement beyond that specified is warranted by the proved ability of any operator, the board shall have the right to increase the salary of such operator up to the rate provided for in the tenth year of the General Scale in the case of males and the eighth year in the case of females.

(d) *Overtime*—(1) All time worked in excess of the hours specified in subclause (b) hereof shall be deemed to be overtime, and shall be paid at the rate of time and a half for the first three hours, and double time thereafter.

(2) No overtime for which overtime rates are payable shall be worked by any employee without the approval of the responsible senior officer in charge of the employee.

(3) An extra half time in addition to the ordinary salary shall be paid for work performed on Saturday, and an extra full time for work performed on Sunday, where such work forms part of the normal working hours.

(4) Where a worker is required to work beyond his or her normal hours, and such overtime extends over a meal period, there shall be paid to such worker a sum of 5s. 3d. meal allowance.

(5) A worker shall not be required to work for more than five hours continuously without a meal.

(e) *Holidays and Annual Leave*—(1) The under-mentioned shall be paid holidays and shall not be considered as part of the annual leave: 1 January, 2 January, Anniversary Day or a day in lieu thereof, Good Friday, Easter Saturday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day and Boxing Day.

(2) Workers who are employed on any of the days mentioned in paragraph (1) of this subclause as a part of their normal duty shall be paid an extra two days' pay in addition to their normal wages, excepting casual workers who shall be paid Sunday rates for any day so worked.

(3) Should any of the above-mentioned holidays, except Anzac Day, fall on a worker's rostered day off, then such worker shall be paid an extra day's pay in addition to his normal wages. This paragraph shall not apply to casual workers.

(4) Annual holiday leave shall be granted in accordance with the Annual Holidays Act 1944, excepting that the holidays shall be of 21 consecutive days (for shift workers).

(f) With the exception of the clauses listed in subclause (a) of this clause all other provisions of the award shall apply to workers covered by this clause (except as modified herein.)

#### *Conditions as to Offices*

11. (a) The employer shall permit workers to have lunch during the lunch interval on the premises.

(b) An interval of 10 minutes shall be allowed each morning and afternoon to every worker, during which intervals they may partake of refreshments on the premises.

(c) Reasonable dining accommodation for both male and female employees shall be provided in offices where not less than four workers are employed; also cloakrooms or enclosures in which reasonable privacy is secured for dressing. Where four or more female workers are employed, there shall also be provided, where practicable, a room with suitable couch accommodation for rest in cases of temporary indisposition; but where it is impracticable to set a room apart for that purpose, it shall be sufficient if a couch or couches are provided in a portion of the cloakroom screened off from the place where clothing is hung.

(d) Adequate lighting, heating and ventilation shall be provided in all offices.

(e) Where smocks or other special clothing are required by the employer to be worn, these shall be supplied and laundered at the employer's expense, and shall remain the property of the employer.

#### *Travelling Allowances and Expenses*

12. (a) Travelling and/or out-of-pocket expenses reasonably incurred by any worker in the execution of his duties, shall be paid by the employer. All claims for such expenses shall be rendered and settled not less than monthly, and such claims shall give particulars of travelling done and expenses incurred in the discharge of the worker's duties. Any employer may, in connection with any particular claim, require that such claim shall be supported by statutory declaration.

"Travelling and out-of-pocket expenses" shall mean first class fares, transport to and from point of departure, plus the cost of meals and accommodation.

(b) In cases where a worker is required by his employer to use a motorcar, motor cycle, or bicycle in the performance of his work, the employer shall supply the vehicle and keep it in proper repair; or if a worker is required to use his own vehicle the employer shall pay expenses as are mutually arranged, except that for a bicycle so used, the weekly allowance shall not be less than 3s. 6d.

#### *Sick Leave*

13. (a) Where an officer is granted leave of absence on account of sickness or injury not arising out of and in the course of his employment, he shall be entitled to full pay according to the scale set out in the Schedule hereunder.

(b) The length of service for the purpose of the Schedule means the aggregate period of service whether continuous or intermittent in the employ of any hospital board or the Crown.

(c) The total period of sick leave, with pay set out in the Schedule, may consist of one or more periods.

(d) In addition to sick leave with pay as provided for in the foregoing provisions, an officer may at the discretion of a board be granted sick leave with pay for not more than eight days in any year where on account of minor illness, it is deemed inadvisable for the officer, in his own interests or those of the hospital board, to be on duty.

(e) Where an officer is incapacitated by sickness, or injury arising out of and in the course of his employment, the board shall continue to pay his full salary during incapacity.

(f) Sick leave with full pay for each period allowed shall be reckoned in consecutive days inclusive of Saturdays, Sundays and statutory holidays.

#### SCHEDULE

Length of Service	Total Period of Sick Leave with Full Pay During Whole Length of Service
Up to 3 months .. .. .	7 days
Over 3 months and up to 6 months .. .. .	14 days inclusive of days previously allowed.
Over 6 months and up to 9 months .. .. .	31 days inclusive of days previously allowed.
Over 9 months and up to 5 years .. .. .	46 days inclusive of days previously allowed.
Over 5 years and up to 10 years .. .. .	92 days inclusive of days previously allowed.
Over 10 years and up to 20 years .. .. .	183 days inclusive of days previously allowed.
Over 20 years and up to 30 years .. .. .	275 days inclusive of days previously allowed.
Over 30 years .. .. .	365 days inclusive of days previously allowed.

#### *Wages and Time Book*

14. The employer shall keep, in the prescribed form a time book to show the hours of work per day of each worker and to show morning hours, afternoon hours, and overtime hours. The present system for payment of wages now in vogue in the different employers' offices, such system having the approval of the Government Audit Department, shall be continued.

#### *No Reduction in Wages*

15. No worker coming within the scope of this award shall have his wages or salary reduced by reason of the operation of this award.

#### *References*

16. Original references shall be the property of the worker or applicant, and shall, on request, be returned within 48 hours after engagement or rejection of application.

Each worker, on leaving or being discharged from his or her employment shall, on request, be furnished within 24 hours thereafter with a statement in writing setting out the position held and length of service.

#### *Right of Entry*

17. The secretary or other authorised representative of the union shall, with the consent of the employer (such consent not to be unreasonably withheld) be entitled to enter at the office or works at all reasonable times to interview any worker but not so as to interfere unreasonably with the employer's business.

Employers shall, upon written request by the secretary of the union, supply him with a list of workers in their employ, covered by this award.

*Unqualified Preference*

18. (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 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*

19. (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.

*Exemptions*

20. (a) Nothing in this award shall apply to workers in receipt of more than the maximum wages provided in clause 4, plus the provisions of clause 5, and any over-time payments.

(b) Clerks temporarily engaged for elections or polls shall be exempt from the provisions of this award.

*Matters Not Provided For*

21. Any dispute in connection with any matter not provided for in this award shall be settled between the board 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, 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.

*Validity of Agreement*

22. No agreement shall be valid which is or may be contrary to the provisions of this award, and no worker shall contract himself or herself outside the award with this exception – that in respect of the amount of wages received by the worker there may be made deductions for superannuation purposes or insurance purposes or any other purposes authorised in writing by the employee or by statute or statutory regulations.

*Scope of Award*

23. This award shall apply only to the parties named herein throughout the 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 2nd day of November 1963, 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 1965.

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 April 1964.

[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 18 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.