

**NEW ZEALAND (EXCEPT WELLINGTON 10-MILE RADIUS) MILK  
PASTEURISING AND BOTTLING FACTORIES EMPLOYEES—AWARD**

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

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 Dairy Factories and Related Trades Employees Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned union, persons, firms, and companies (hereinafter called “the employers”):

New Zealand Milk Treatment Stations Industrial Union of Employers, 3rd Floor, Brandon House, Brandon Street, Wellington.

**NORTHERN INDUSTRIAL DISTRICT**

Auckland Milk Treatment Corporation, P.O. Box 12005, Penrose, Auckland.  
Belmont Dairy Ltd., Lake Road, Takapuna, Auckland.  
Dargaville Milk Treatment Corporation, P.O. Box 133, Dargaville.  
Gisborne Co-operative Milk Producers' Association, P.O. Box 23, Gisborne.  
Hamilton Milk Producers' Co. Ltd., P.O. Box 4019, Hamilton.  
Kaitaia Milk Producers' Association, P.O. Box 2, Kaitaia.  
Kaitaia Milk Treatment Ltd., P.O. Box 2, Kaitaia.  
Kaitieke Co-operative Dairy Co. Ltd., Private Bag, Taumarunui.  
Milk Treatment (Opotiki) Ltd., P.O. Box 162, Opotiki.  
Murupara Milk Co. Ltd., P.O. Box 98, Murupara.  
New Zealand Co-operative Dairy Co. Ltd., P.O. Box 459, Hamilton.  
Okitu Co-operative Dairy Co. Ltd., P.O. Box 451, Gisborne.  
Rodney Co-operative Dairy Co. Ltd., P.O. Box 30, Warkworth.  
Rotorua Milk Treatment Co. Ltd., P.O. Box 530, Rotorua.  
Stonex Bros. Ltd., 20 Edinburgh Street, Newton, Auckland.  
Svendson, H. N. and Sons Ltd., P.O. Box 98, Pukekohe, Auckland.  
Tauranga Milk Co. Ltd., Tauranga.  
Tew, R., Richards Street, Opotiki.  
Thames Milk Treatment Co. Ltd., P.O. Box 400, Thames.  
Waihou Valley Milk Treatment Ltd., P.O. Box 35, Te Aroha.  
Waikato Milk Co. Ltd., P.O. Box 4054, Hamilton East.  
Waitomo Milk Treatment Corporation, Te Kuiti.  
Whakatane Milk Pasteurising Co., P.O. Box 117, Whakatane.  
Whangarei Borough Council, P.O. Box 42, Whangarei.

**TARANAKI INDUSTRIAL DISTRICT**

City Dairy Ltd., P.O. Box 176, New Plymouth.  
Model Dairy Ltd., P.O. Box 65, Stratford.  
Stratford Co-operative Dairy Co. Ltd., P.O. Box 97, Stratford.

**WELLINGTON INDUSTRIAL DISTRICT**

Cheltenham Co-operative Dairy Co. Ltd., P.O. Box 10, Feilding.  
Dumble, Jack, Meeanee, Napier.  
Hastings Milk Treatment Station, P.O. Box 152, Hastings.  
Hawke's Bay Milk Producers' Association Ltd., 41 Tennyson Street, Napier.  
Hutt Valley Milk Treatment Corporation, P.O. Box 211, Lower Hutt.  
Manawatu Co-operative Milk Producers' Association Ltd., The Square, Palmerston North.  
Milk Processing (Palmerston North) Ltd., P.O. Box 219, Palmerston North.  
Raetihi Pasteurised Milk Supply Co. Ltd., Ballance Street, Raetihi.  
Rawhiti Dairy Ltd., P.O. Box 38, Dannevirke.  
Wairoa Co-operative Dairy Co. Ltd., P.O. Box 10, Wairoa.  
Wanganui Milk Treatment Co. Ltd., P.O. Box 116, Wanganui.  
Wellington Dairy Farmers' Co-operative Association Ltd., A.M.P. Buildings, Wellington.  
Willowbank Dairy Co. Ltd., P.O. Box 180, Masterton.

## MARLBOROUGH INDUSTRIAL DISTRICT

Blenheim Milk Producers' Association, P.O. Box 42, Blenheim.  
 Marlborough Milk Treatment Co. Ltd., Maxwell Street, Blenheim.

## NELSON INDUSTRIAL DISTRICT

Milk Treatment (Nelson) Ltd., P.O. Box 10, Nelson.  
 Nelson Co-operative Milk Producers' Association, P.O. Box 10, Nelson.

## WESTLAND INDUSTRIAL DISTRICT

Riversdale Dairies Supplies (Greymouth) Ltd., P.O. Box 220, Greymouth.  
 Westport United Dairies Ltd., P.O. Box 9, Westport.

## CANTERBURY INDUSTRIAL DISTRICT

Canterbury Dairy Farmers' Co-operative Milk Supply Co. Ltd., P.O. Box 274, Christchurch.  
 Christchurch Milk Co. Ltd., P.O. Box 351, Christchurch.  
 K.B.'s Dairies (Ashburton) Ltd., South Street, Ashburton.  
 Timaru Milk Co. Ltd., P.O. Box 132, Timaru.  
 Waimate Co-operative Dairy Factory Co. Ltd., P.O. Box 66, Waimate.  
 Wright's Metropolitan Milk Co., P.O. Box 676, Christchurch.

## OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Balclutha Milk Treatment Station Ltd., P.O. Box 19, Balclutha.  
 Dairy Farmers' Co-operative Milk Supply Co. Ltd., A.M.P. Buildings, Dunedin.  
 Invercargill Milk Supply Co. Ltd., P.O. Box 428, Invercargill.  
 Maitauri Co-operative Dairy Co. Ltd., P.O. Box 17, Maitauri.  
 North Otago Dairy, 10 Eden Street, 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 31st day of January 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 14th day of June 1965.

[L.S.]

A. P. BLAIR, Judge.

## SCHEDULE

*Industry to Which Award Applies*

1. This award shall apply to workers employed in milk and/or cream pasteurising factories, pasteurising and/or bottling factories, and in milk and/or cream distributing factories or depots and milk storage depots, and to drivers (including drivers employed on wholesale rounds but excluding roundsmen on retail house to house deliveries), employed in carting milk and/or cream to or from such factories or depots and milk storage depots.

*Hours of Work*

2. (a) The ordinary hours of work for all workers shall be 40 per week.

(b) Such hours shall be worked on not more than five days of the week.

Not more than eight hours shall be worked on any day without payment of overtime.

(c) (i) Except as hereinafter provided where shifts are not worked the ordinary hours of work shall be worked between the hours of 7 a.m. and 5.30 p.m.

(ii) The foregoing paragraph shall not apply to employees working in milk storage depots or to drivers when employed on wholesale rounds.

A milk storage depot means a place where milk is stored but not treated and a wholesale round is defined as the delivery of milk in quantities of 2 gallons or over to any one customer.

Such workers required to commence their ordinary hours of work prior to 7 a.m. or after 5.30 p.m. shall be paid an allowance of 5s. 4d. per day extra.

(iii) Except where shifts are worked, drivers employed on milk collection who are required to commence their ordinary hours of work before 7 a.m., but in no case before 5.30 a.m., shall be paid an allowance of 5s. 4d. per day extra.

(d) Excepting when changing shifts or when necessitated by abstenteeism, a worker required to commence a new day's work or a new shift before having a break of nine hours shall be paid at double ordinary rates for the time by which the nine-hour break is reduced.

(e) Where practicable, each worker shall be allowed his two days off consecutively.

(f) Excepting for mealtimes, where continuity of hours is not observed, all time from commencing to finishing work in any day shall be deemed to have been worked: Provided, however, that this clause shall not operate after eight continuous ordinary hours worked on any day.

(g) Each employee shall be entitled to have two days off in each week and such days shall be on a rotating roster system to provide for an equitable distribution of weekend work. Such roster shall be posted up in a position accessible to employees at least one week prior to its commencement and shall be for a minimum period of seven weeks. In cases of sickness, accident, or absence of a regular worker, or by arrangement with the union representative, it may be varied but not otherwise.

Only after prior notification to the union by the employer drivers wholly or substantially employed on bottled "school milk" deliveries may be exempt from the roster, provided that the ordinary hours of work are confined to Monday-Friday inclusive.

For any female employed the ordinary hours of work shall be between the hours of 7 a.m. and 5.30 p.m. and confined to Monday to Friday inclusive, provided that no female shall be employed between the hours of 6 p.m. on any day and 8 a.m. the following day, or on any Sunday, half-holiday, or any holiday set out in clause 5 of this award.

Any worker required to work on his day or days off without being notified the previous day shall be credited with eight hours' work: Provided, however, that a minimum credit of four hours shall be allowed the worker on any call-backs if

notified, and shall be paid time and a half for the first four hours' work and double time thereafter, excepting on Sunday and the holidays enumerated in clause 5 of this award, in which case the higher rate shall be paid.

Where possible a worker required to work on his day or days off shall be notified by midday on the day prior to the day on which he is required to work.

### *Wages and Classification*

3. (a) Where on any shift the number of workers exceeds 31 there shall be:

	Per Week		
	£	s.	d.
Foreman .. .. .	17	2	11
First assistant .. .. .	16	13	10
Second assistant .. .. .	16	4	8
Third assistant .. .. .	15	18	3
Dispatch man in charge .. .. .	15	10	11
Milk tippers (where milk is not wholly collected by means of tankers) .. .. .	15	10	11
Cool room bottle stackers (employed as such for 50 per cent or more of their time) .. .. .	15	7	4
All other workers .. .. .	15	0	0

(b) Where on any shift the number of workers is from 21 to 30 there shall be:

Foreman .. .. .	16	13	10
First assistant .. .. .	16	4	8
Second assistant .. .. .	15	18	3
Dispatch man in charge .. .. .	15	10	11
Milk tippers (where milk is not wholly collected by means of tankers) .. .. .	15	10	11
Cool room bottle stackers (employed as such for 50 per cent or more of their time) .. .. .	15	7	4
All other workers .. .. .	15	0	0

(c) Where on any shift the number of workers is from 11 to 20 there shall be:

Foreman .. .. .	16	7	5
First assistant .. .. .	16	1	1
Dispatch man in charge .. .. .	15	10	11
Milk tippers (where milk is not wholly collected by means of tankers) .. .. .	15	10	11
Cool room bottle stackers (employed as such for 50 per cent or more of their time) .. .. .	15	7	4
All other workers .. .. .	15	0	0

(d) Where on any shift the number of workers is from five to 10 there shall be:

Foreman .. .. .	16	7	5
First assistant .. .. .	16	1	1
All other workers .. .. .	15	0	0

(e) (i) Where on any shift the number of workers is from one to four there shall be:

First assistant .. .. .	15	11	11
All other workers .. .. .	15	0	0

(ii) Milk storage depots:

Dispatch man in charge .. .. .	15	10	11
All other workers .. .. .	15	0	0

(f) Any worker substantially employed as a pasteurising operator shall be classified as such in addition to the above classification and shall be paid not less than £15 11s. 11d. per week.

(g) Where the worker is required to hold a stationary engine-driver's certificate he shall be paid:

				Per Week		
				£	s.	d.
In the case of a first-class certificate	..	..	..	16	7	5
And in the case of a second-class certificate	..	..	..	16	1	1

When 11 or more workers are employed on any shift, the workers under this subclause shall be in addition to the classification specified under this clause.

(h) *Laboratory or Test Room*—Adult laboratory assistants, £15 10s. 1d. per week.

Workers in charge in receipt of a salary of £1,065 or more per annum shall be exempt from the provisions of this award.

(i) Subject to the provisions of the Factories Act and its amendments, juniors may be employed at not less than the following rates of wages:

				Per Week		
				£	s.	d.
Under 16 years of age	..	..	..	7	9	10
From 16 to 16½ years of age	..	..	..	7	17	9
From 16½ to 17 years of age	..	..	..	8	5	8
From 17 to 17½ years of age	..	..	..	8	17	2
From 17½ to 18 years of age	..	..	..	9	13	1
From 18 to 19 years of age	..	..	..	10	9	0
From 19 to 20 years of age	..	..	..	11	6	8

Thereafter, at the rates prescribed for adults.

The proportion of juniors shall not exceed one to four or fraction of four adults fully employed.

(j) Where a youth is called upon to clean boilers or boiler tubes, or to tip milk or cream, he shall be paid adult rates.

(k) (i) Drivers of any class of motor vehicle with a combined weight of vehicle and maximum load not exceeding the weights set out in the following schedule shall be paid not less than the following rates:

				Per Week		
				£	s.	d.
Up to 2 tons	..	..	..	15	12	6
Over 2 tons and up to 4 tons	..	..	..	15	17	5
Over 4 tons and up to 5½ tons	..	..	..	16	2	0
Over 5½ tons and up to 10 tons	..	..	..	16	9	3
Over 10 tons and up to 15 tons	..	..	..	16	15	7
Over 15 tons	..	..	..	17	1	0

(ii) Where 10 or more drivers are employed there shall be a foreman-driver and his wages shall be 7s. 6d. per week in excess of the rate prescribed for the heaviest vehicle used.

(iii) Drivers' assistants, £15 per week.

(l) A worker engaged for less than five days shall be deemed a casual worker and shall be paid on an hourly basis 10 per cent above the minimum rate prescribed for a weekly worker.

(m) A casual worker shall be entitled to payments similar to weekly workers under clauses 2, 4, 5, and 6.

(n) Shift workers whose normal duties commence before 6 a.m. or after midday shall be paid 5s. 4d. per shift extra.

(o) Any worker who on more than two days in any one week is a substitute or carries out the duties of another worker receiving a higher award rate of wages shall be paid such higher rate whilst so employed: Provided that in the case of workers classified as "all other workers", the period of such relieving duty to qualify for the higher award rate shall be not less than one day.

(p) Unclassified workers holding a Massey Agricultural College Diploma for Market Milk shall be paid 8s. 4d. per week above the ordinary weekly wage.

#### *Saturdays and Sundays*

4. (a) For all time credited to any worker on any Saturday within the five-day 40-hour week or eight hours per day, half ordinary rates extra shall be paid.

(b) For all time credited to any worker outside of the hours mentioned in sub-clause (a) of this clause the prescribed rates set out in clause 7 (Overtime) shall be paid.

(c) Double rates shall be paid for all credited time on any Sunday.

#### *Holidays*

5. (a) The following holidays shall be allowed: New Year's Day, the day following New Year's Day, Good Friday, Easter Monday, Anzac Day, Anniversary Day (or, where Anniversary Day is not observed, another day to be mutually agreed upon between the employers and the union), Labour Day, the birthday of the reigning Sovereign, Christmas Day, and Boxing Day.

(b) For time worked on any of the said holidays double ordinary rate shall be paid in addition to the ordinary weekly wage.

(c) Subject to section 28 of the Factories Act 1946 when a worker's weekly day off falls upon the same day as any one of the above holidays, he shall be paid an extra day's wages.

(d) For the purpose of calculating the ordinary weekly hours of work each of the said holidays allowed to any worker shall count as eight hours worked.

(e) Excepting in circumstances arising through sickness, accident, or default of a worker, 48 hours' notice shall be given to any worker required to work on a holiday.

(f) A minimum of four hours shall be credited to each worker who is called back to work on any of the above holidays.

(g) The employer shall pay wages for the above holidays to all workers performing work coming within the scope of this award who have been employed by him at any time during the fortnight ending on the day on which the holiday occurs.

Where any person has been employed in a factory by more than one employer during the fortnight ending on the day on which any of these holidays occurs, he shall be entitled to receive payment for the holiday from such one or more of those employers, and if more than one, in such proportions as prescribed by the Factories Act 1946.

#### *Annual Holidays*

6. (a) Every worker shall be entitled to an annual holiday in accordance with the provisions of the Annual Holidays Act 1944: Provided that in the case of regular shift workers the annual holiday shall be of three weeks instead of two weeks.

Upon completion of five years' continuous employment with the same employer a worker shall be granted in respect of each further year of employment with that employer an annual holiday of three weeks instead of two weeks allowed under the Annual Holidays Act 1944.

(b) For every specified holiday in clause 5 of this award falling within the annual holiday one extra day on pay shall be allowed. One day's pay is one-fifth of the ordinary weekly wage.

(c) Except where otherwise agreed upon, each worker shall be given two weeks' notice of when his annual holiday shall commence and his holiday shall be paid in advance.

#### *Overtime*

7. (a) All work done in excess of the hours prescribed in clause 2 of this award shall be paid for at the rate of time and a half for the first four hours and thereafter double time.

(b) Except in the case of shift workers and workers mentioned in paragraphs (ii) and (iii) of subclause (c) of clause 2 of this award, time worked outside the hours prescribed in subclause (c) of clause 2 shall be paid for at the rate of time and a half for the first four hours and thereafter double time.

#### *Payment of Wages*

8. (a) All wages and other payments shall be paid weekly, in cash, and in the employer's time.

(b) This award shall not operate to reduce the wages of any worker while he continues in his present position of employment.

(c) No deduction shall be made from the wages and other payments prescribed in this award except for union fees and for time lost through the worker's own default, sickness, or accident not arising out of or in the course of employment.

#### *Smoko*

9. In every period of daily hours two periods of at least 10 minutes each shall be allowed at a time to be arranged by the manager, so that there is no complete cessation or interruption of the work of the factory. All smoko periods shall be allowed without deduction.

#### *Mealtime Intervals*

10. (a) Excepting where the work can be completed in an extra half hour, no worker shall be called upon to work for more than four and a quarter hours continuously without an interval of not less than half an hour and not more than one hour.

(b) Any worker other than a shift worker, required to work overtime after 6 p.m., shall be paid a meal allowance of 5s. 7d.

#### *General Conditions*

11. (a) Attendance to motor vehicles may be performed within the hours specified in clause 2 of this award.

(b) (i) All workers shall be supplied by the employer free of cost with suitable waterproof aprons, and, where necessary, under aprons.

(ii) All workers shall be supplied by the employer with overalls free of cost.

(iii) Where it is necessary for a worker to wear waterproof boots, the same shall be provided by the employer, but by agreement with a majority of his workers the employer may pay a boot allowance of 2s. 6d. per week in lieu of providing any worker entitled to them. Where a boot allowance is paid workers shall provide themselves with and wear suitable boots. The question as to whether such equipment is necessary for any worker shall be settled by agreement between the employer and a representative of the union. In default of such agreement the question shall be settled under clause 16 of this award.

(c) All overalls as supplied shall be laundered and maintained at the employer's expense.

(d) One quart of milk shall be provided free to each worker on each day of the week if he so desires.

(e) Each vehicle shall at all times be equipped with a torch supplied and maintained by the employer.

(f) A modern first aid emergency case, fully equipped, shall be kept in a convenient and accessible place; and where ammonia is in use a suitable respirator shall be kept available.

(g) In all factories and depots there shall be provided by the employer a clock which is visible to employees, and such clock shall be kept in good working order.

(h) All drivers shall be supplied with suitable oilskin coat and leggings, free of cost, and also a sou'wester when requested. In each year each driver shall be supplied, as necessary, with up to two pairs of suitable leather boots to be maintained by the worker, but by agreement with a majority of drivers the employer may pay a boot allowance of 2s. 6d. per week in lieu of providing boots. When a boot allowance is paid, drivers shall provide themselves with and wear suitable leather boots.

Workers terminating employment inside such period of 12 months shall refund a proportionate amount of the cost.

(i) It shall be a breach of this award for any employer to enter into any contract or sublet any work coming within the scope of this award on a "labour only" basis.

(j) Union notices shall be permitted to be posted up in the factory at a place approved by the management, which is always accessible to all employees.

(k) Suitable hand protectors shall be supplied to can washers.

(l) A driver shall not be required to pick up milk or cream cans of 6 gallons or more unless a platform of not less than 3 ft 6 in. in height, or a suitable loading device is provided.

(m) Workers handling and stacking water-sprayed crates of bottled milk shall be supplied with suitable waterproof jackets free of cost.

(n) All clothing issued free of cost shall remain the property of the employer and shall be returned to the employer upon the termination of the employment.

(o) *Dirt Money*—(i) When workers are required to enter flues or back end smoke boxes for the purpose of cleaning them or to chip and/or clean the interior of boilers, they shall be paid 9d. per hour extra, with a minimum of 3s. per day. When they are required to clean tubes by brush or scraper they shall be paid 3s. per day extra.

(ii) A worker in charge of a boiler or boilers under steam shall not be called upon at the same time to perform or assist in the performance of the foregoing work.

(p) In every establishment a copy of the current award shall be posted up behind glass and in a place accessible to all workers.

#### *Accommodation*

12. (a) Accommodation to the satisfaction of the Inspector of Factories shall be provided for the workers to change and dry their clothes and have their meals; and facilities shall be afforded for boiling water at mealtimes.

(b) Lockers approved by the Inspector of Factories shall be provided for all workers, who shall be responsible for the tidiness and maintenance other than fair wear and tear.

(c) Adequate privy accommodation shall be provided.

(d) Hand basins with hot and cold running water shall be provided complete with toilet soap and nailbrush; and for each employee a separate towel or other suitable means for the drying of hands.

#### *Termination of Employment*

13. One week's notice of termination of employment shall be given by either side, but shall not be given during the annual holiday period. In lieu thereof, one week's wages shall be paid by the employer or forfeited by the worker. This provision shall not prevent the immediate termination by either side for good cause, in which case wages due shall be paid forthwith.



*Time and Wages Book*

14. (a) Every employer bound by this award shall keep a time and wages book, in which shall be correctly recorded:

- (1) The name of every worker employed.
- (2) The kind of work in which he is employed.
- (3) The daily hours of his employment.
- (4) The wages paid each week.

(b) The employer shall provide time sheets or time books to each worker, who shall each day record and initial the hours worked on that day.

(c) There shall be included in each worker's pay envelope a statement in detail of wages, overtime, and all other payments and deductions.

*Right of Entry Upon Premises*

15. For the purposes of this award any accredited representative of the New Zealand Dairy Factories and Related Trades Employees Industrial Union of Workers may, at all reasonable times, upon notifying the person in charge, enter upon the premises of any employer bound by this award.

*Disputes and Matters Not Provided For*

16. If any dispute shall arise in connection with any matter pertaining to or arising out of this award it shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local Conciliation Commissioner, 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.

*Unqualified Preference*

17. (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*

18. (a) The employer shall, on the written request of the secretary of the union, at not shorter intervals than three months, supply to the union the names and addresses of all employees bound by this award.

(b) Acceptance of employment shall give the employer the authority to deduct from the workers' wages any outstanding union subscriptions upon the written request of the union secretary.

### *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.

### *Travelling to Other Factories*

20. A worker who is required to travel in the service of his employer any distance in excess of the distance ordinarily travelled by him to and from his regular place of employment with such employer shall either be conveyed at the expense of the employer or be paid for such excess distance at the rate of 9d. per mile or part of a mile.

### *Application of Award*

21. 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*

22. This award shall operate throughout the Northern, Taranaki, Wellington (outside 10-mile radius of the General Post Office, Wellington), Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

*Term of Award*

23. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the first day of the working week in each establishment commencing on or after the 1st day of May 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 31st day of January 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 14th day of June 1965.

[L.S.]

A. P. BLAIR, Judge.

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

A. P. BLAIR, Judge.

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