

NEW ZEALAND LOCAL BODIES' DRIVERS—AWARD

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

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 Road Transport and Motor and Horse Drivers and their Assistants Industrial Association of Workers (hereinafter called “the union”) and the undermentioned councils and boards (hereinafter called “the employers”):

NORTHERN INDUSTRIAL DISTRICT

Borough Councils:

Cambridge Borough Council, Cambridge.
Helensville Borough Council, Helensville.
Paeroa Borough Council, Paeroa.
Taumarunui Borough Council, Taumarunui.
Whangarei Borough Council, Whangarei.

City Councils:

Gisborne City Council, Gisborne.
Hamilton City Council, Hamilton.

County Councils:

Bay of Islands County Council, Kawakawa.
Cook County Council, Gisborne.
Matamata County Council, Tirau.

Drainage Boards:

Aka Aka Drainage Board, Waiuku.
Eureka Drainage Board, Hamilton.

Electric Power Boards:

Bay of Plenty Electric Power Board, P.O. Box 71, Opotiki.
Central Waikato Electric Power Board, Hamilton.
North Auckland Electric Power Board, P.O. Box 29, Dargaville.

TARANAKI INDUSTRIAL DISTRICT

Borough Councils:

Eltham Borough Council, Eltham.
Stratford Borough Council, Stratford.

City Councils:

New Plymouth City Council, New Plymouth.

County Councils:

Eltham County Council, Eltham.
Patea County Council, Patea.
Taranaki County Council, New Plymouth.

Drainage Boards:

Eltham Drainage Board, Eltham.

Town Boards:

Kaponga Town Board, Kaponga.
Manaia Town Board, Manaia.

WELLINGTON INDUSTRIAL DISTRICT

Borough Councils:

Dannevirke Borough Council, Dannevirke.
Masterton Borough Council, Masterton.

Catchment Boards:

Hawke's Bay Catchment Board, Napier.
 Manawatu Catchment Board, Palmerston North.
 Wairarapa Catchment Board, Masterton.

City Councils:

Hastings City Council, Hastings.
 Napier City Council, Napier.
 Palmerston North City Council, Palmerston North.

County Councils:

Akitio County Council, Pongaroa.
 Hawke's Bay County Council, Napier.
 Hutt County Council, Bowen Street, Wellington.
 Kairanga County Council, Palmerston North.
 Masterton County Council, Masterton.
 Rangitikei County Council, Marton.
 Waimarino County Council, Raetihi.

Drainage Boards:

Manawatu Drainage Board, Palmerston North.
 Moutoa Drainage Board, Foxton.
 Omarunui Drainage Board, Napier.

Electric Power Boards:

Horowhenua Electric Power Board, P.O. Box 2, Foxton.
 Manawatu-Oroua Electric Power Board, P.O. Box 239, Palmerston North.
 Wanganui Electric Power Board, P.O. Box 11, Wanganui.

Town Boards:

Hunterville Town Board, Hunterville.

MARLBOROUGH INDUSTRIAL DISTRICT

Borough Councils:

Blenheim Borough Council, Blenheim.
 Picton Borough Council, Picton.

Catchment Boards:

Marlborough Catchment Board, P.O. Box 204, Blenheim.

County Councils:

Awatere County Council, Seddon.
 Marlborough County Council, Blenheim.

River Boards:

Kaikoura River Board, Kaikoura.

NELSON INDUSTRIAL DISTRICT

Borough Councils:

Richmond Borough Council, Richmond.

Catchment Boards:

Nelson Catchment Board, Trafalgar Street, Nelson.

City Councils:

Nelson City Council, Nelson.

County Councils:

Inangahua County Council, Inangahua.

Electric Power Boards:

Golden Bay Electric Power Board, P.O. Box 39, Takaka.
 Waimea Electric Power Board, P.O. Box 74, Nelson.

WESTLAND INDUSTRIAL DISTRICT

Borough Councils:

Brunner Borough Council, Brunner.
Westport Borough Council, Westport.

CANTERBURY INDUSTRIAL DISTRICT

Borough Councils:

Akaroa Borough Council, Akaroa.
Geraldine Borough Council, Geraldine.
Lyttelton Borough Council, Lyttelton.
Riccarton Borough Council, Riccarton.
Waimate Borough Council, Waimate.

City Councils:

Timaru City Council, Timaru.

County Councils:

Akaroa County Council, Akaroa.
Ashburton County Council, Ashburton.
Heathcote County Council, Heathcote.
MacKenzie County Council, Fairlie.
Malvern County Council, Darfield.
Waimate County Council, Waimate.

Electric Power Boards:

Ashburton Electric Power Board, P.O. Box 40, Ashburton.
North Canterbury Electric Power Board, P.O. Box 20, Rangiora.
South Canterbury Electric Power Board, P.O. Box 207, Timaru.

Town Boards:

Southbridge Town Board, Southbridge.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Borough Councils:

Alexandra Borough Council, Alexandra.
Bluff Borough Council, Bluff.
Mataura Borough Council, Mataura.
Riverton Borough Council, Riverton.
Winton Borough Council, Winton.

Catchment Boards:

Otago Catchment Board, 83 Murray Place, Dunedin.
Southland Catchment Board, P.O. Box 408, Invercargill.

City Councils:

Invercargill City Council, Invercargill.

County Councils:

Bruce County Council, Milton.
Lake County Council, Queenstown.
Peninsula County Council, Portobello.
Southland County Council, Invercargill.
Waitaki County Council, Oamaru.
Wallace County Council, Otautau.

Electric Power Boards:

Otago Central Electric Power Board, P.O. Box 13, Alexandra.
Teviot Electric Power Board, Roxburgh.

River Boards:

Taieri River Trust, Mosgiel.
Winton River Board, Winton.

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 28th day of February 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 26th day of August 1965.

[L.S.]

A. P. BLAIR, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to drivers of any class of horse-drawn or motor vehicle or implement employed by city councils, borough councils, county councils, road boards, town boards, river boards, catchment boards, drainage boards, and electric-power boards, with the exception of the Auckland City Council, Wellington City Council, Hutt City Council, Upper Hutt Borough Council, Petone Borough Council, Christchurch City Council, Dunedin City Council, and Wanganui City Council, Oamaru Borough Council, Greymouth Borough Council, and drivers of ambulance and omnibus services.

Hours of Work

2. (a) Except where otherwise provided, the ordinary hours of work shall not exceed 40 per week, eight hours per day to be worked on five days in each week, Monday to Friday (both days inclusive), between 7 a.m. and 4.30 p.m. or 7.30 a.m. and 5 p.m.

(b) One hour shall be allowed for a meal, but this time may be curtailed by mutual agreement; except under special or exceptional circumstances, the meal time shall not be less than half an hour.

(c) No worker shall work more than five hours continuously without an interval for a meal.

(d) The local body shall provide a time book or time sheet in which each driver shall enter daily the total hours for which he is entitled to be paid, and the overtime and allowances, if any. The local body shall have the time verified and the book or sheet initialled each pay period by a responsible officer. Such time books or time sheets shall be available for inspection by an accredited representative of the union by arrangement with the employer.

(e) A 10-minute interval shall be allowed in the morning and afternoon, but at such time as to suit the convenience of the work on which the worker is engaged.

Shifts

3. Shifts may be worked where necessary, and, subject to the provisions of clause 14 of this award, each shift shall consist of eight hours, including crib-time, and five shifts shall constitute a week's work. Workers who are employed on shifts wholly or partially before 7 a.m. or after 5 p.m. on three or more consecutive days shall be deemed to be shift workers and shall be paid 3s. 9d. per shift in addition to their ordinary pay.

Wages

4. (a) The minimum rates of wages for workers coming within the scope of this award shall be as follows:

		Per Week		
		£	s.	d.
(i)	For those driving and attending one horse	15	2	6
(ii)	For those driving and attending two horses	15	6	8
(iii)	For those driving and attending more than two horses, an extra rate of 10d. per day or 4s. 2d. per week shall be paid for each horse above two			
(iv)	Drivers of any class of motor vehicle (not otherwise specified) 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:			
	Up to 2 tons (including motor cycle and tri-car)	15	6	8
	Over 2 tons and up to 4 tons	15	10	10
	Over 4 tons and up to 5½ tons	15	15	0
	Over 5½ tons and up to 10 tons	16	0	10
	Over 10 tons	16	7	6
(v)	Articulated vehicle over 22 ft and up to 30 ft	16	10	0
	Articulated vehicle over 30 ft	16	14	2
(vi)	For those driving and operating tractors not otherwise specified	15	14	2
(vii)	For drivers driving a tractor and at the same time operating a grader without the assistance of any other worker, and for grader-drivers, drivers of mechanical shovels, bulldozers, excavators, mobile drag-line, or any other self-propelled mechanical implement not elsewhere specified and other than motor lawnmowers	16	14	2
(viii)	For drivers of heavy road-rollers (other than steam driven)	16	0	10
(ix)	For workers operating small motor rollers such as footpath rollers	15	6	8
(x)	Drivers of a motor vehicle with transport equipment attached having not less than 16 tyres and used exclusively for conveying heavy earth-moving equipment	16	14	2

(b) No deduction shall be made from such weekly wage for any cause save for time lost through the worker's own default, sickness, or accident.

(c) Where drivers are required to assist in loading refuse vehicles or to assist in levelling at refuse tips, they shall be paid 4d. per hour, with a minimum of 1s. 4d. per day additional, and shall be supplied with overalls, waterproof coats, sou'westers, and leather gloves while so employed.

(d) In lieu of paying a driver at overtime rates, an employer may employ a driver on the cartage of sewage or nightsoil outside the clock hours mentioned in clause 2 hereof, but in such case a day's work shall not exceed six hours and shall be paid for as if eight hours had been worked, and an extra payment of 4s. 5d. shall be paid for each day upon which the worker is engaged on such work. A worker employed under this clause shall receive overtime payment for time worked in excess of six hours per day.

(e) A driver working in contact with solidified sewage or faecal matter shall be paid 4s. 5d. per day additional to the ordinary rate of wages whilst so employed.

(f) Drivers who in the course of their employment are required to come into contact with free tar or bitumen, or a combination of free tar and bitumen, shall be supplied with boots and overalls and shall be paid 2s. 3d. per day extra while so employed.

Free tar or bitumen or a combination of both shall mean tar, bitumen, or a combination which is not enclosed in barrels or drums.

(g) A driver instructed to stand by his vehicle during the lunch time shall be paid 1s. 8d. per day extra.

(h) A driver specially directed by his employer to take charge of a gang of three or more workers for one day or more shall be paid 3s. 9d. per day extra.

(i) No driver in receipt of a higher rate of pay than that prescribed by this award shall have his wages reduced because of the coming into force of this award.

(j) Drivers required to do greasing on the vehicle shall be issued individually with combination overalls which shall remain the property of the employer.

(k) No driver shall be required to operate a power-driven earth-moving implement on a vertical face exceeding 12 ft above the base of the implement or to push or deposit spoil over a drop in excess of 12 ft from the base of the implement without another worker being in the vicinity or in regular contact with him.

(l) Drivers employed driving a motor-truck which is pulling a trailer of 3 tons or over gross weight carrying a separate additional load shall be paid 4s. per day or part of day while so employed, the weight of the trailer not to be included in fixing the weight of the truck for the purposes of the wage classification.

(m) Drivers operating machines on dry sweeping of roads for tar sealing for up to four hours on any one day shall be paid an allowance of 1s. 4d. for that day. For more than four hours an allowance of 2s. 8d. shall be paid for that day.

Casual Drivers

5. (a) To ascertain the ordinary hourly rate of wages for casual drivers, the weekly wage in respect of the class of vehicle concerned shall be divided by 40, and 15 per cent shall be added thereto: Provided that this clause shall not apply to regular employees temporarily engaged in driving, and provided, further, that if the rate of wages for drivers is higher than that fixed for such other employment, they shall be paid the difference between the rate for their ordinary employment and their rate of pay as drivers calculated on an hourly basis.

(b) Casual drivers shall receive a minimum of four consecutive hours' pay.

(c) A worker shall be deemed to be a casual driver who is not employed continuously for one week.

(d) No casual driver shall be employed if a permanent driver is readily available and willing to perform the duties. This also shall apply to other regular employees whose substantial employment is not that of driving.

Holidays

6. (a) The following shall be the recognised holidays without deductions from wages; New Year's Day, 2 January, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, Anniversary Day or Show Day or one other day to be arranged between the local body and its workers. The local bodies, on request, shall notify the union concerned of the day agreed to.

(b) In the event of a holiday other than Anzac Day falling on a Saturday or Sunday, such holiday shall be observed on the succeeding Monday. Where two successive holidays fall on Saturday and Sunday, they shall be observed on the following Monday and Tuesday.

(c) Any work done on any of the above holidays or on Sundays shall be paid for at double time rates in addition to ordinary wages. A driver required to and reports for work on any of the said holidays or on Sunday or overtime on Saturday shall be entitled to a minimum payment as for three hours worked.

(d) (i) Holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944, and, where practicable, such holidays shall be given in proximity to the Christmas or Easter holidays, and at least 28 days' notice shall be given: Provided that a worker not completing a year of service shall be paid a proportionate holiday allowance in accordance with the provisions of the Annual Holidays Act.

(ii) On completion of 10 or more years of continuous service with the same employer workers shall be allowed an annual holiday of three weeks instead of two weeks allowed under the Annual Holidays Act 1944. The third week's holiday may be taken in conjunction with or separately from the first two weeks as may be agreed upon between the employer and the worker.

Sick Leave

7. After 10 weeks' service with the same employer, on production of a medical certificate, a worker shall be entitled to one day's sick leave without deduction of pay, with an additional day for each further period of 10 weeks' service, with a maximum accumulation of 15 days: Provided, however, that where the employer deems it necessary he may request the worker to produce a medical certificate from a doctor nominated by the employer. The qualifying period for service under this clause shall be deemed to have commenced on the 1st day of January 1948, except that in the case of county councils, river boards, catchment boards, drainage boards, and electric-power boards the qualifying period for service shall be deemed to have commenced on the 17th day of March 1958.

Overtime

8. Time worked in excess or outside of the hours mentioned in clauses 2 and 3 hereof in any one day 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: Provided that any time worked after noon on Saturday shall be paid for at double time rates. A driver called back after having once left work in any day without having been previously notified that he will be required to work shall be paid a minimum of three hours' pay at the appropriate rate.

Payment of Wages

9. Where possible wages shall be paid weekly, but in no case at longer intervals than fortnightly, in cash in the employer's time on a specified pay day not later than Thursday: Provided that when Friday is a holiday wages shall be paid not later than Wednesday of that week. Any question as to the possibility or otherwise of cash payments shall be dealt with under clause 16 of this award. The computation of wages shall be shown on the pay envelope or by a slip inserted therein.

Emergency Work

10. (a) Emergency work shall mean work necessitated by wind, rain, fire, snow, storms, floods, tides, and earthquakes and requiring immediate attention to keep open essential services, and shall include opening lake outlets.

(b) In the case of such emergency work and notwithstanding anything contained elsewhere in this award, the following provisions shall apply only for the period of immediate emergency:

(i) Except on the holidays named in subclause (a) of clause 6, and on Sundays, up to eight hours may be worked on any one day without payment of overtime, and time and a half rates shall be paid beyond eight hours' work on such days.

(ii) On holidays provided in subclause (a) of clause 6, ordinary time in addition to the holiday payment provided for in subclause (a) of clause 6 shall be paid for the first eight hours and double time beyond the first eight hours and for all work on Sundays.

(c) To compute the rate of payment beyond the first eight hours per day, the ordinary weekly wage shall be divided by 40.

(d) In the event of any difference of opinion arising as to what constitutes emergency work under this clause, the work shall proceed and a disputes committee, as comprised in clause 16, shall be immediately set up to deal with the matter.

Drivers' Duties

11. It shall be part of the ordinary duty of a driver to assist when required in loading and unloading the employer's vehicle. An employer may employ a worker who is substantially engaged as a driver at work outside his ordinary duties for the purpose of filling in time, but in such case he shall be paid not less than the award rate for such work, and where there is no provision in this award for special payments, the special payments which are payable under the appropriate award for such work, but in no case less than the ordinary rate for drivers.

Outside Work

12. (a) When a worker is sent to work at a distance which necessitates his sleeping away from his usual place of abode, the worker shall be conveyed to and from such work free of charge or his travelling expenses paid by his employer.

(b) Where the work is likely to extend beyond four weeks, any worker may elect to return for a weekend to his usual place of abode, but not at shorter intervals than two weeks. In such case the provision of subclause (c) of this clause will be modified to the extent that only time in excess of 15 minutes in travelling each way shall be paid for by the employer. Any worker desirous of returning to his usual place of abode for a weekend in accordance with this provision shall give reasonable notice of his intention.

(c) Time so occupied in travelling shall count as time worked and shall be paid for at ordinary rates.

(d) In the event of there being a difference of opinion as to the necessity for workers sleeping away from their usual place of abode it shall be dealt with under clause 16 of this award.

(e) Such workers employed upon such outside work shall be paid an additional sum of 17s. per working day, but the employer may in lieu thereof provide them at his own expense with suitable board and lodgings; or, where the employer provides satisfactory accommodation, 11s. shall be paid for food allowance for every working day the workers are in camp. For the purpose of this clause "satisfactory accommodation" shall include a suitable mattress, essential cooking utensils, provision for storage of food, and reasonable sanitary conveniences.

(f) Workers making use of such accommodation shall keep it clean. If they fail to do so, the employer may employ some other person to do the work and may deduct the cost of such work from any moneys due or accruing due to such workers.

(g) Where a five-day week is being worked on outside work and the employer conveys the men to work on the first working day and returns them to their usual place of abode on the last day of the working week, not more than five days' allowance shall be paid but any time occupied in travelling in excess of 15 minutes each way shall be in the employer's time.

(h) Notwithstanding anything contained herein, an employer may agree with any worker that in respect of any specified outside work the hours of work shall be other than those hereinbefore prescribed: Provided, however, that all time worked outside or in excess of such prescribed hours shall be considered overtime and shall be paid for at the rate of 2s. 3d. per hour in addition to the ordinary rates.

Terms of Engagement

13. In the case of workers, other than casual workers, a week's written notice of dismissal or resignation shall be given by the employer or the worker. No notice shall be deemed to run during any period in which the worker is on his annual holiday. This shall not prevent the employment of a driver in any one week at other than his usual work without terminating his engagement as a driver.

Travelling Time

14. In the event of a driver being required to park or garage his vehicle or implement at a place other than the particular yard or depot to which he is attached, the employer shall do one or other of the following things:

- (a) Provide the driver with free transport to and from such vehicle or implement.
- (b) Reimburse the driver any additional cost incurred by him in travelling to and from his work.
- (c) Any additional time occupied by the driver travelling to and from his work in accordance with the provisions of subclauses (a) and (b) of this clause shall be deemed to be part of his day's work and shall count as time or overtime as the case may be.

Wet Places

15. (a) Six hours shall constitute a day's work where workers are working in wet places or foul air, and shall be paid for as if the workers had worked eight hours. A "wet place" shall mean a place where workers are standing in water or slush 2 in. or more in depth or in wet concrete or where water other than rain water is dripping on them; but if the employer shall provide the worker with overalls or gumboots, or both, the place shall not be deemed to be a wet place unless, owing to the depth of water or soakage, the boots or overalls supplied do not adequately protect the worker.

(b) When an employer elects to provide gumboots in accordance with subclause (a) of this clause, he shall pay to the worker 1s. 8d. per day in addition to his ordinary rate.

Disputes

16. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives

each side, together with an independent chairman, if required by either party, to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. If the committee fails to reach a decision the chairman shall either decide the question or refer the matter to the Court within one month from the date of the hearing by the committee. Either side shall have the right to appeal to the Court against a decision of any such committee or chairman upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

Accidents

17. A small first aid emergency kit, approved by the Inspector of Awards, shall be attached to each vehicle.

General Provisions

18. (a) The secretary or other representative of the union shall be permitted to interview workers in working hours but not so as to interfere unreasonably with the operations of the local bodies concerned.

(b) Local bodies shall, on request, at intervals of not less than three months, supply to the secretary of the local union a list of the drivers employed.

(c) Employers shall provide a meal or allow meal money at the rate of 5s. 7d. per meal when workers other than shift workers are required to continue working after 1 p.m. on a Saturday or Sunday or after 6 p.m. on any other working day of the week: Provided that such workers cannot reasonably get home for their meals.

(d) Employers shall supply suitable oilskin raincoats to drivers when they are required to work in the open in wet weather. Workers using oilskin raincoats shall be held responsible for any loss or damage due to wilful destruction or neglect.

(e) Where necessary and practicable sanitary accommodation and a place to take meals shall be provided; also suitable lockers and provision for workers to change their clothing, and water for washing hands. The accommodation shall be kept clean and sanitary. The employer shall provide for regular cleansing and supervision.

Special Provisions for Power Boards

19. Electric power boards may agree with their drivers to operate under clause 10 of this award when working in connection with breakdowns.

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 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.)

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 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.

Copy of Award

22. Employers bound by this award shall exhibit a copy of this award in such a position as to be easily accessible to the men.

Application of Award

23. 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

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

Term of Award

25. 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 9th day of August 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 28th day of February 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 26th day of August 1965.

[L.S.]

A. P. BLAIR, Judge.

MEMORANDUM

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

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 20 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. P. BLAIR, Judge.
