

NELSON INDUSTRIAL DISTRICT MILK VENDORS EMPLOYEES—VARIATION
OF INDUSTRIAL AGREEMENT

AMENDMENT to the industrial agreement above pursuant to the Industrial Conciliation and Arbitration Act 1954 dated this 19th day of August 1965 between Motueka Dairies Ltd., Motueka, (hereinafter referred to as the employer) of the one part and the Nelson Milk Roundsmen Industrial Union of Workers (hereinafter referred to as the union) of the other part, wherein it was mutually agreed by and between the parties as set out below:

That the Nelson Industrial District Milk Vendors Employees Industrial Agreement dated the 6th day of February 1963 and numbered 107 in the Book of Awards be amended as set out hereunder:

Clause 7—Wages (Per Week)

(a) Employed Monday to Friday, £14 6s. 7d. Where Saturday or Sunday is part of working week, £15 15s. 3d. Where Saturday and Sunday are part of working week, £17 3s. 11d.

(b) If employed on statutory holidays the following additional payments shall be made:

Monday to Friday, £2 17s. 4d.
Saturday or Sunday, £3 2s. 10d.
Saturday and Sunday, £3 8s. 5d.

Clause 8—Relieving and Casual Labour

(a) Relieving or casual labour employed for less than one week shall be paid at the following rates:

Monday to Friday, £3 11s. 1d. per day.
Saturday, Sunday or
Statutory holiday, £5 1s. 3d. per day.

(b) For ease of computation, an average roster is given as an example below,

Yearly wages:

13 weeks at £14 6s. 7d.	=	£	s.	d.
39 weeks at £17 3s. 11d.	=	186	5	7
8 working statutory holidays at £2 17s. 4d.		670	12	9
				22	18	8
				<hr/>		
				£879	17	0
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Divided by 52 week's = per average week.

Clause 12—General Conditions

(a) Torches, batteries and bulbs shall be supplied and maintained by the employer when workers are required to work outside daylight hours.

Clause 13—Unqualified Preference

(a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement, 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 agreement so long as he continues in any position or employment subject to this agreement.

(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 agreement.

(d) Every employer bound by this agreement commits a breach of this agreement 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 agreement.

(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.)

Clause 15—Terms of Agreement

This amendment in-so-far as it relates to rates of wages shall be deemed to have come into force on the 3rd day of September 1965 and so far as all other conditions of the agreement are concerned, shall come into force on the day of the date hereof; and this agreement with all its amendments shall continue in force until the 31st day of August 1966.

In witness whereof the parties hereto have executed these presents this 17th day of September 1965.

The common seal of the union was affixed hereto in the presence of—

[L.S.]

E. PEARCE, Secretary.

Witness to the above signature—C. E. Davies.

The common seal of Motueka Dairies Ltd. was affixed hereto in the presence of—

[L.S.]

IAN. H. DELANY, Director.

Witness to the above signature—D. Hunter.