

NEW ZEALAND AIRWAYS' CLERICAL EMPLOYEES—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 Federated Clerical and Office Staff Employees Industrial Association of Workers (hereinafter called "the union") and the undermentioned corporations and companies (hereinafter called "the employers"):

Air New Zealand Ltd., P.O. Box 2494, Wellington.

Airwork N.Z. Ltd., Christchurch International Airport.

British Overseas Airways Corporation, Queen Street, Auckland.

Canadian Pacific Airlines Ltd., 7 Union House, Quay Street, Auckland.

New Zealand National Airways Corporation, Shell House, The Terrace, Wellington.

Pan American World Airways, 5 Shortland Street, Auckland.

Qantas Empire Airways Ltd., 73 Queen Street, Auckland.

South Pacific Airlines of New Zealand Ltd., care of P.O. Box 1670, Auckland.

Straits Air Freight Express Ltd., Blenheim.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, doth hereby order and award:

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the Schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the Schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 31st day of March 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 December 1965.

[L.S.]

A. P. BLAIR, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to the airline clerical workers who are substantially engaged on the following classes of work: writing, typing, shorthand-typewriting, documentation of passengers and cargo, bookkeepers, office machine operators,

cashiers, telephone operators, record clerks, communication clerks, and all other workers employed in connection with the work of the office administration including those performing the necessary clerical work incidental to the movement of aircraft; but shall not include workers who are in receipt of a wage or salary based on more than £1,134 per annum.

For the purpose of this award "office machine operators" shall be deemed to include all clerical workers operating machine equipment for accounting, book-keeping, calculating, addressing, franking, copying and reproducing documents and drawings, preparing stencils or masters, duplicating, typewriting and office composing, electronic data processing, including recording on punched cards or microfilms.

Definitions

2. For the purposes of this award the following definitions shall apply:

"Week" means the period of seven days from midnight Sunday/Monday to midnight of the following Sunday/Monday.

"Duty" means the work period of eight ordinary hours together with any overtime worked in conjunction with these hours.

"Call back" means the unexpected recall to work after the worker has left his place of employment provided the work is not part of the subsequent duty.

Hours of Work

3. (a) Except as otherwise provided the ordinary hours of work shall not exceed eight hours in any one day or 40 hours in one week to be worked between the hours of 8 a.m. and 6 p.m. Monday to Friday and the day's work shall be continuous except for the normal meal break which shall be not less than half an hour and not more than one hour in duration.

(b) Notwithstanding the provisions of subclause (a) of this clause, workers whose duties are connected with or are incidental to the movement of aircraft, passengers, or cargo, may be rostered for work on any five days of the week between the hours of 8 a.m. and 8 p.m. Workers whose daily stretch of working hours is broken at the requirement of the employer, other than for meal intervals, shall be paid an additional 10 per cent on the day's earnings.

Whilst working on Saturday, Sunday, or any of the holidays prescribed in this award the minimum period for any part of the broken day shall be not less than two hours.

Workers employed under this subclause shall qualify for additional leave as provided for shift workers under subclause (f) of clause 4 of this award.

(c) When under subclause (b) of this clause a worker is required to work on Saturday or Sunday as part of his ordinary working hours he shall be paid, in addition to his ordinary wage, the following extra payment:

(i) In respect of time worked on a Saturday payment at one half of his ordinary rates for the first three hours and thereafter payment at his ordinary rate.

(ii) In respect of time worked on a Sunday payment at his ordinary rate.

(d) The hours of work of flight clerks shall not exceed 40 per week to be worked in accordance with the requirements of the industry, but flight clerks shall be paid 20 per cent additional to the rate prescribed in this award for the time so worked. The provisions of clause 5 of the award shall not apply to flight clerks mentioned herein except in the case of 40 hours being exceeded in any week.

(e) Two consecutive days off shall be allowed in each week to every worker, including shift workers, covered by this award except when overtime is required to be worked or the needs of the service render it impracticable.

(f) The rostered starting and finishing times of the ordinary hours of any worker (other than a shift worker) shall not be varied more often than once in any week except where the needs of the service render it impracticable.

Shift Work

4. (a) Notwithstanding the provisions of clause 3 hereof, five shifts of eight hours each may be worked each week as follows:

Shifts commencing after midnight on Sunday and up to midnight on the following Friday at ordinary rates; commencing after midnight on Friday and up to midnight on Saturday at the rate of time and a half for the first three hours and double rates thereafter; commencing after midnight on Saturday and up to midnight on Sunday at double time rates.

(b) A break of half an hour shall be allowed within each eight-hour shift.

(c) A worker shall be deemed to be a shift worker if employed on five consecutive shifts, but the intervention of rostered days off or statutory holidays shall not be deemed to break the consecutiveness of such shifts.

(d) Workers employed on shifts shall be paid a shift allowance of 5s. 6d. per shift in addition to the ordinary wage. In addition all ordinary shift hours worked between 10 p.m. and 6 a.m. shall incur an additional allowance of 6d. per hour.

(e) Workers may be employed on broken shifts in which case the shift allowance shall be 7s. 9d. per shift in addition to the ordinary wage.

Broken shifts shall be worked within a span of 12 consecutive hours.

(f) Shift workers shall be granted an additional annual holiday of one week, providing that a worker who has been employed as a shift worker for less than 12 months shall be granted a proportionate part of the extra week: Provided, further, that no worker shall be entitled to receive more than three weeks' annual leave each year.

(g) Any shift worker who is not given at least nine consecutive hours off (excluding travelling time one way up to a maximum of one hour) between the termination of one duty and the commencement of the next duty shall be paid double rates for all time worked on the second duty. No worker shall lose pay for time his services are not required under this subclause.

(h) The rostered starting and finishing times of the ordinary hours of any shift worker shall not be varied more often than once in any week except where the needs of the service render it impracticable.

Overtime

5. (a) All time worked in excess of eight hours in any one day or outside the normal working hours, or shift, or on rostered days off, as the case may be, or in excess of 40 in any one week, 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 worker other than a shift worker required to work overtime after 10 p.m. shall be paid double time rates: Provided, further, that the maximum rate of overtime payable shall not exceed £1 5s. per hour. Overtime shall be computed on a daily basis.

(b) Overtime worked on Saturdays, not being part of the ordinary working hours, shall be paid for at time and a half rates for the first three hours and double time thereafter, and time worked after noon on Saturday shall be paid for at double ordinary rates.

(c) Overtime worked on Sundays shall be paid for at double time rates.

(d) For the purpose of computing the worker's hourly rate, the weekly rate shall be divided by 40, and in the case of workers on annual salary it shall be divided by 2,080.

(e) Workers who are directed to remain on call shall be paid the following retaining fee:

Two shillings and nine pence per hour with a minimum of two hours; but for Saturday, Sunday, and award holidays, 3s. 6d. per hour with a minimum of four hours.

(f) In the case of a worker being called back to work after ordinary working hours, a minimum of two hours at the applicable overtime rate shall be paid in respect of each occasion. For the purposes of this subclause the applicable overtime rate for any call back commenced between the hours of 10 p.m. and 6 a.m. shall be double time rates. If a worker is called back on rostered days off he shall be paid at the applicable overtime rate provided that he shall receive a minimum payment equivalent to four hours at his ordinary time rate of pay. A worker employed under this subclause on Sundays and holidays shall be paid actual travelling time for one way only up to a maximum of one hour. Any worker called back to work under this subclause shall be entitled to the rest period provided for in subclause (g) of this clause either between the termination of his previous duty and the commencement of the call back or between the end of the call back and the commencement of the next duty. Where such a rest period is not given the provisions of subclause (g) of this clause shall apply.

(g) Any worker, other than a shift worker, who is not given at least nine consecutive hours off (excluding travelling time one way up to a maximum of one hour) between the termination of one duty and the commencement of the next duty shall be paid double rates for all time worked on the second duty. No worker shall lose pay for time his services are not required under this subclause.

Rates of Pay

6. (a) The minimum rates of pay shall be as follows:

Males—	Per Annum £
First year	375
Second year	435 (1)
Third year	495 (2)
Fourth year	565 (3)
Fifth year	640
Sixth year	710
Seventh year	775
Eighth year	835
Ninth year	885
Tenth year	960

Male clerks who with the required examination and if warranted by virtue of responsibility, qualifications, and ability, may proceed beyond the tenth year as follows:

	Per Annum £
Eleventh year	1,005
Twelfth year	1,060
Thirteenth year	1,100

Females—	Per Annum £
First year	375
Second year	435 (1)
Third year	495 (2)
Fourth year	565 (3)
Fifth year	640
Sixth year	710

The rate for females with Junior Government Examination or equivalent shall be:

Seventh year	775
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The rate for females with Senior Government Examination or equivalent shall be:

Eighth year	835
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For the purposes of this subclause only in computing "length of service" up to the 10th year rate any period of clerical employment shall be counted.

(NOTE—(1) Commencing salary of those with three years' secondary education.

(2) Commencing salary for those with School Certificate or its equivalent or Junior Government Shorthand-typing Examination where employed as typists. (Those with Endorsed School Certificate proceed to next step at six months' service.)

(3) Commencing salary for those with University Entrance or its equivalent or Senior Government Shorthand-typing Examination where employed as typists. (Those with Higher Leaving Certificate go to the next step at six months' service.)

(b) A worker who obtains a full pass in any of the examinations listed below shall, on completion of the salary year in which the pass is obtained, be credited with one year's extra service:

- B. Com.
- Accountancy Professional.
- Chartered Institute of Secretaries.

Meal Money

7. (a) Any worker, other than a shift worker, who is required to work at or before 6 a.m. on any day or who is required to work for one hour or more after the usual time for ceasing work shall be provided with a meal by the employer or shall be paid 5s. 7d. meal money and after every four hours during the continuance of overtime until a nine hour break for rest is allowed, the employer shall provide a meal and allow a break of half an hour which shall be paid for, or he shall allow, in addition to the break of half an hour, if a meal has not been provided, a meal allowance of 5s. 7d.

(b) Shift workers required to commence work before 6 a.m. or required to commence working overtime two hours or more before the normal hour of commencement of the shift, or who are required to continue working on or into overtime for an hour or more after the normal hour of completion of the shift, shall be provided with a meal or paid a meal allowance of 5s. 7d. and after every four hours during the continuance of such overtime until a nine hour break for rest is allowed the employer shall provide a meal and allow a break of half an hour which shall be paid for, or he shall allow, in addition to the break of half an hour, if a meal has not been provided, a meal allowance of 5s. 7d. after each such four hours.

(c) Any worker who works overtime on Saturday, Sunday, rostered days off, or recognised holidays as specified in clause 9 hereof shall be provided with a meal by the employer or shall be paid 5s. 7d. meal money after each four hours' overtime worked, provided that the overtime continues after the meal break and provided further that the meal money shall be paid or a meal provided where the worker works only four consecutive hours' overtime on the aforementioned days over the whole period of either 6 a.m. to 8 a.m., 12 noon to 2 p.m., or 5 p.m. to 7 p.m. A worker who commences before 6 a.m. shall not receive a second meal or meal allowance under this subclause if he works only the four hours' overtime including the period 6 a.m. to 8 a.m.

The second or subsequent meal breaks on any such day shall be after each four hours' overtime worked and shall be paid for. A worker who commences overtime before 6 a.m. shall be entitled to a meal or a meal allowance but such worker shall only be entitled to a paid meal break of half an hour after the second or subsequent periods of four hours' overtime worked.

(d) Any worker employed under subclause (b) of clause 3 hereof shall be paid a further allowance of 12s. per week to compensate for additional meals.

(e) Except as provided for under subclause (d) of this clause when a meal surcharge increases the cost of the meal above 5s. 7d. the employer shall reimburse the worker accordingly.

Travelling Allowances

8. (a) Travelling allowances, travelling expenses, and costs of transfers shall be granted in accordance with scales determined from time to time by the employers.

(b) Where a worker is required to commence duty before the commencement of public transport or ceases duty after the cessation of such transport, the employers shall defray reasonable and necessary expenses incurred by such worker if and when it is necessary for him to engage other than ordinary means of transport, always providing that this provision shall only apply to those special transport costs unavoidably incurred by a worker whose residence is within a reasonable distance of his place of employment and from which residence ordinary means of transport are normally available at times covering his usual hours of duty.

Special arrangements may be negotiated between the employer and the local secretary of the union to meet local conditions. Should the employer and the union secretary not mutually agree on such special arrangements the matter shall be dealt with in the manner provided for under clause 19 of this award.

(c) Any worker transferred except at his own request away from his home during the first three years of his employment shall have his wages increased to not less than £495 per annum.

(d) All claims for allowances, expenses, or costs incurred under subclause (b) of this clause shall be submitted to the employer within two weeks of their being incurred.

Annual Leave and Holidays

9. (a) The following shall be observed as holidays without deduction from pay: Christmas Day, Boxing Day, New Year's Day and the day following or a day in lieu thereof, the Anniversary Day of the province or such other day observed in lieu thereof as mutually agreed upon between the union and the employers, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, and Labour Day.

(b) Holidays falling on Saturday or Sunday shall be transferred in accordance with the provisions of the Public Holidays Act 1955.

(c) Workers who are required to work on any of the days set out in subclauses (a) and (b) of this clause shall be paid at the rate of double time for time worked, such payment to be in addition to the ordinary wage.

(d) Any worker whose rostered day or days off fall on any of the holidays provided for in subclauses (a) or (b) of this clause, except Anzac Day, shall have such rostered day or days off transferred to another day or days in the same week.

(e) Annual leave shall be granted in accordance with the provisions of the Annual Holidays Act 1944: Provided that upon completion of the fifth and each subsequent year of continuous service with the same employer the period of annual leave shall be three weeks. For a lesser period than one year a proportionate holiday shall be given and paid for.

(f) Should any of the holidays specified in subclauses (a) and (b) of this clause occur during the currency of any worker's annual holiday, then such annual holiday shall be extended by one day for every such holiday and the worker shall be paid for every such day.

Sick Leave

10. Sick leave shall continue to be given in accordance with the scheme laid down from time to time by the employer.

Proportion

11. (a) The proportion of juniors shall not exceed two to each senior.

(b) A senior, in the case of males, shall be an employee who is receiving not less than the wage fixed in this award for the sixth year, and in the case of females shall be an employee who is receiving not less than the wage rate fixed in this award for the fifth year.

Terms of Employment

12. (a) Except in the case of casual workers, employment shall be a weekly one, and at least one week's notice of the termination thereof shall be given by either party. This shall not prevent an employer from summarily dismissing a worker for misconduct. Where the employment is terminated by either party without notice and without good cause, one week's wages shall be paid or forfeited in lieu of notice.

(b) All wages shall be paid within working hours weekly or fortnightly. Where a pay day falls on a holiday, payment of wages shall be made on the working day immediately preceding the holiday.

(c) Subject to the provisions of clause 10 hereof the employer shall be entitled to make a rateable deduction from the wages of employees for time lost through sickness or default.

Conditions as to Offices

13. (a) Workers shall be allowed to have lunch on the premises. Where more than three workers are employed there shall be suitable dining accommodation provided where required.

(b) Accommodation shall be provided for clothing and where more than three female workers are employed there shall be provided a cloakroom where privacy is ensured for dressing. The cloakroom shall include a suitable counter or table and mirror. 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.

(c) Adequate lighting, heating, ventilation, ablution, and toilet facilities shall be provided. Ablution facilities shall include hot water where practicable and cold water, soap, individual means of drying, and a mirror.

(d) 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.

(NOTE—Attention is drawn to the provisions of the Shops and Offices Act 1955 and its regulations in respect of staff amenities and safety, health, and welfare generally.)

Clothing

14. (a) Where uniforms, 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.

(b) When the nature of the duties required of the worker are likely to result in damage or soiled clothing, the employer shall supply a smock or protective clothing on request and shall renew same as reasonably required.

Casual Workers

15. A worker engaged for less than one week shall be termed a casual and such worker shall be paid *pro rata* for time worked at a rate of 20 per cent more than the appropriate rate set out in clause 6 hereof. The *pro rata* rate payable shall be calculated on an hourly basis computed from the number of hours fixed in clause 3 as the maximum weekly number of hours which may be worked by clerical workers in the establishment concerned.

Part-time Workers

16. (a) Where the employer does not regularly require the services of a worker for the full period of 40 hours per week or such other number of ordinary hours as is normally worked by clerical workers in the particular establishment, he shall pay such workers *pro rata* the appropriate scale of salary plus 10 per cent. Workers under this subclause shall not be employed for more than 30 hours in any week.

(b) Where a worker is unable to accept full-time employment the employer shall pay *pro rata* the appropriate scale salary.

(c) These provisions shall not be used for the purposes of reducing the hours of work or the earnings of any worker.

Record of Service

17. Each employee on leaving or being discharged from his employment shall, on request, be given within 24 hours thereafter, a certificate in writing signed by the employer and stating the position held and the length of service.

General Conditions

18. (a) No employee coming within the scope of this award shall have his or her wages or salary reduced by reason of the operation of this award.

(b) Workers employed under subclause (b) of clause 3 or clause 4 of this award shall as far as practicable have their rosters posted two weeks in advance.

(c) Workers shall not be required to work for more than five hours without an interval of at least half an hour for a meal.

(d) In the case of Straits Air Freight Express Ltd. the company shall adopt the same annual leave provisions as, and pay the same basic wage rates as those paid by the Government enterprises of New Zealand National Airways Corporation and Air New Zealand Ltd.

(e) Any difference or dispute as to whether the employment of any worker is governed by subclauses (a) or (b) of clause 3 or clause 4 shall be dealt with under the provisions of clause 19 of this award.

Disputes

19. 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 of 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 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.

Effective Operation of Award

20. (a) The secretary or other authorised officer of the union of workers shall, with the consent of the employer (such consent not to be unreasonably withheld), be entitled to enter at all reasonable times upon the office or works and there interview any workers, but so as not to interfere unduly with the work of the office.

(b) In every establishment the occupier shall at all times keep a time and wages record showing in the case of each employee:

- (i) The name of the worker, together with his age if under 21 years of age;
- (ii) The kind of work on which he is usually employed;
- (iii) The hours during which he has actually been employed on each day;
- (iv) The wages paid on each pay day, and the date thereof; and
- (v) Such other particulars as are prescribed by regulations.

(c) Employers bound by this award shall, upon written request by the union, which request shall not be made more often than once in every three months, supply to the union a list of their employees.

(d) Where there is any deviation from the regular amount being paid, workers shall be supplied in writing with details of the manner in which their wages have been calculated.

Unqualified Preference

21. (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

22. (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.

Scope of Award

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

Application of Award

24. 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.

Term of Award

25. This award, in so far as the provisions relating to the rates of wages to be paid under clause 6 are concerned, shall be deemed to have come into force on the first day of the pay week in each establishment commencing on or after the 13th day of September 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 March 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 December 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 21 in the award in the form in which it was agreed upon in the Council of Conciliation.

By consent the application of Airwork N.Z. Ltd., Christchurch, to be struck out from the list of parties has been reserved for hearing later.

A. P. BLAIR, Judge.
