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**(11005.) WELLINGTON DAIRY-PRODUCE AND COLD-STORAGE
WORKERS. — AGREEMENT UNDER THE LABOUR DISPUTES
INVESTIGATION ACT, 1913.**

MEMORANDUM of an agreement mutually arranged between the Co-operative Dairy-producers Freezing Co., Ltd., Waterloo Quay, Wellington (and fully agreed to between the parties concerned and each and every one of them), and the Co-operative Dairy Producers' Employees Industrial Union of Workers, Wellington (and each and every one of them), that the terms, conditions, and provisions set out in the schedule hereto attached, and of this agreement, shall be binding upon every member of the union, and upon the aforesaid company, and that the said terms, conditions, and provisions shall be deemed to be and are hereby incorporated in and declared to be and to form part of this agreement.

Further, it is hereby provided that any breach of the said terms, conditions, and provisions prescribed in the aforesaid

schedule shall constitute a breach of this agreement, and a penalty provided by law shall be imposed upon any person or party liable under the terms, conditions, and provisions of this agreement.

It is further agreed that this agreement, with all its terms, conditions, and provisions, shall be deemed to have come into effect as from the 12th day of March, 1936, and shall continue in force until the 12th day of March, 1937.

Dated at Wellington this 13th day of March, 1936.

Signed on behalf of the Co-operative Dairy Producers Freezing Co., Ltd.—

J. T. CROSS, General Manager.

Signed on behalf of the Co-operative Dairy Producers' Employees Industrial Union of Workers—

P. SCANLON.
R. MEKALICK.
L. A. PLACKETT.

Witness to all signatures—J. B. Palmer.

SCHEDULE.

Hours of Work.

1. The ordinary hours of work shall be eight hours (including "smoke-oh") between the hours of 7.30 a.m. and 5 p.m. on five days of the week and four hours (including "smoke-oh") between 7.30 a.m. and 12 noon on Saturdays: Provided that when the exigencies of the business require work to be commenced before 7.30 a.m., workers may be required to start work at any time between midnight and 7.30 a.m.

Rates of Pay.

2. The following ordinary rates shall be paid: Casuals (per hour) 2s. 1d.; permanent hands (per week) £5 0s. 2d.

Casual men who start work earlier than 7.30 a.m. shall be paid 6d. per hour extra until the ordinary time of commencing work for the day.

Overtime Rates.

3. (a) Except where otherwise provided, all time worked in excess of eight hours in any one day shall be considered overtime, and shall be paid for at the rate of time and a quarter for the first two hours and time and a half for all time worked

thereafter. When any worker is ordered to work after 12 on Saturday afternoon, time and a half shall be paid for all such time worked.

(b) Clause (a) hereof shall not apply to permanent hands employed in the cheese and butter department, except when such workers are required to handle fruit after ordinary hours as specified in clause 1 of this agreement. All such overtime worked by such workers shall be paid for on a base rate of 2s. 1d. per hour.

(c) Permanent hands employed in the cheese and butter department, when called upon to work after ordinary hours and when required to handle any goods (other than fruit) shall not be entitled to payment for any such work done.

(d) Workers engaged permanently and specifically for handling fruit, and deemed to be permanent hands in the fruit-storage department: Such workers when called upon to work after ordinary hours, and required to handle any goods (other than fruit), shall be paid overtime rates. Such payment shall be made on the base rate of 2s. 1d. per hour.

(e) When workers are ordered back to work in excess of the hours prescribed in clause 1 hereof, and unless such workers have been notified the day previously that he or they will be required to work overtime, the company shall provide a meal or pay the workers so employed 1s. 6d. to enable them to obtain a meal.

Meal-time.

4. No worker shall be called upon to work more than five hours without a meal, except when the temporary exigency of the business requires further continuation.

Holiday Rates.

5. Double rates shall be paid for all work done on Christmas Day, Good Friday, and Sundays. Time and a half shall be paid for all work done on the following days—viz., New Year's Day, Anniversary Day, Easter Monday, Labour Day, Sovereign's Birthday, and Boxing Day.

Minimum Overtime Rate.

6. When any worker is ordered back to work overtime, as provided for in clause 4 hereof, a minimum of two hours shall be paid.

Overalls.

7. The company shall provide freezing-chamber hands with two suits of overalls per year.

Foremen.

8. Nothing in this agreement shall apply to foremen who are in charge of men and work to be done. This provision shall in no way apply to leaders of gangs or to permanent hands.

Holidays.

9. Permanent hands after twelve months' continuous service shall be given fourteen days' holiday with full payment of wages.

First-aid Chest.

10. A suitable first-aid medical outfit shall be provided and maintained, and shall be at all times accessible to each worker.

Disputes Committee.

11. The essence of this agreement being that the work of the employer shall not on any account whatsoever be impeded, but shall at all times proceed as if no dispute had arisen between the parties bound by this agreement as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this agreement, 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 to be mutually agreed upon, or in default of agreement, to be appointed by the Court of Arbitration. Either side shall have the right to appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Preference to Members of the Union.

12. Members of the union shall have preference of employment as against workers who are not members of the union. Every worker employed shall within seven days after his employment become a member of the union and remain a member as long as he is employed by the aforesaid company and coming within the scope of this agreement.

Scope.

13. This agreement shall apply to all workers employed in the handling of dairy-produce or any other merchandise incidental to the business of a freezing or cold storage company, or any other related trade connected therewith. Foremen shall be exempt from its scope, as provided for in clause 8 hereof. This agreement shall apply only to the Co-operative Dairy-producers' Freezing Co., Ltd., Wellington.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Wellington, pursuant to section 8 (1) of the said Act, on the 16th day of March, 1936.