

WELLINGTON AND TARANAKI **COOL-STORE WORKERS.**—AGREEMENT  
UNDER THE LABOUR DISPUTES INVESTIGATION ACT, 1913.

MEMORANDUM of an agreement, mutually arranged and fully agreed to, between the parties concerned and each and every one of them—viz., The Co-operative Dairy Producers' Freezing Co., Ltd., Wellington; The West Coast Refrigerating Company, Ltd., Patea; The Taranaki Producers' Freezing Works Company, Ltd., New Plymouth (hereinafter called "the employers") of the one part, and The Co-operative Dairy Producers' Employees' Industrial Union of Workers, Wellington; The West Coast Refrigerating Company's Employees' Society, Patea; The Taranaki Producers' Freezing Works Employees' Society, New Plymouth (hereinafter called "the workers") of the other part.

That, as between the aforesaid union and societies, 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 agreement shall be binding upon the union and societies, 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 agreement; and, further, that the union and societies 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 agreement 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 agreement or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And it is hereby provided that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this agreement, and that a penalty not exceeding £10 shall be payable by any party or person in respect thereof, and that such penalty shall be recoverable by action in the Magistrates' Court in similar manner to actions for recovery of penalties for breaches of awards.

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 1st day of April, 1937, and shall continue in force until the 1st day of April, 1938.

Dated at Wellington, this 10th day of April, 1937.

Signed on behalf of The Co-operative Dairy Producers' Freezing Company, Limited—

J. T. CROSS, General Manager.

Witness—M. A. Turner.

The West Coast Refrigerating Company, Limited—

F. PARSONS.

Witness—G. W. Corbett.

The Taranaki Producers' Freezing Works Company, Limited—

L. J. RUNDLE.

Witness—T. Elliott.

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

R. MEKALICK.

L. A. PLACKETT.

Witness—M. A. Turner.

The West Coast Refrigerating Company's Employees' Society—

G. B. CLARK.

Witness—R. R. Signal.

The Taranaki Producers' Freezing Works Employees' Society—

JOHN V. BUSE.

Witness—T. Elliott.

## SCHEDULE.

*Hours of Work.*

1. Except where otherwise specified the ordinary weekly hours of work shall not exceed forty-four (including "smoke-oh"), and shall be worked between the hours of 7.30 a.m. and 5 p.m. Mondays to Fridays inclusive and between the hours of 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 shall be the ordinary rates of pay, viz.,—

	£	s.	d.	
Permanent hands .. ..	5	15	0	per week.
Casual workers .. ..	0	2	4	per hour.
Maintenance men .. ..	0	2	4	per hour.
Greasers and/or firemen .. ..	0	16	8	per shift.
Engine-room attendants .. ..	1	0	0	per shift.
Engineer's assistants .. ..	0	2	6	per hour.
Night-watchmen .. ..	4	4	0	per week of 6 days.

Designation: Permanent hands are those engaged at a weekly rate of pay; casual hands those engaged at a rate per hour or shift.

*Overtime.*

3. (a) Except where otherwise provided all time worked in excess of eight hours in any one day or in any one shift shall be considered as overtime and shall be paid for at the rate of time and one-half for the first four hours and at double time thereafter. When any worker is required to work on Saturday after 12 noon, he shall be paid at the rate of time and one-half for the first four hours and thereafter at double time for such time worked. All time worked prior to 7.30 a.m. or 8 a.m. (whichever is the usual starting-time) shall be considered as overtime, and shall be paid for at the rate prescribed in this paragraph. Double time shall be paid after twelve consecutive hours have been worked.

(b) When workers are required to work overtime, the employers shall pay each such worker 1s. 6d. to enable them to obtain a meal, unless such workers have been notified the day previously that they will be required to work overtime.

(c) When workers are called back to work overtime, they shall be paid for a minimum of two hours.

(d) Except as provided in paragraphs (e) and (f) of this section, permanent hands 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 such work done, unless and until they have worked a total of twelve hours in any one week, when the rates prescribed in paragraph (a) of this section shall be paid for all overtime worked in excess of the twelve hours herein stipulated.

(e) The foregoing clause (d) shall not apply to permanent hands specifically employed in the butter and cheese departments when such workers are required to handle fruit after ordinary hours as prescribed in section 1 of this schedule, nor shall clause (d) apply to permanent hands specifically employed in the fruit department when required to handle any goods other than fruit after ordinary hours. In such circumstances the overtime rates as prescribed in paragraph (a) shall be paid.

#### *Meal-hours.*

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 a continuation. Such extension shall be mutually agreed upon at the time. Any time worked beyond the five hours herein prescribed to be paid for as double time until knocking off for a meal. The meal hours shall be, breakfast 7 a.m. to 8 a.m., dinner one hour between the hours of 11.30 a.m. and 1.30 p.m., and tea 5 p.m. to 6 p.m. The breakfast hour shall not apply to workers starting work at 7.30 a.m.

#### *Holidays.*

5. The holidays to be observed throughout the year shall be New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Birthday of the reigning Sovereign, Christmas Day, Boxing Day, and Anniversary Day or a day to be mutually agreed upon in substitution for the last-named day. When workers are called in to work on any of these holidays a minimum of three hours shall be paid for.

#### *Annual Holidays.*

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

#### *"Smoke-oh."*

7. A "smoke-oh" of fifteen minutes shall be allowed after every two hours ordinary or overtime, as the case may be: Provided, however, that smoking shall not be indulged in during working-hours.

*Cooling-down Time.*

8. Ten minutes shall be allowed to workers working outside the chambers to cool down before entering the freezing chambers.

*Mite and Mould on Cheese.*

9. When workers are required to handle mitey or mouldy cheese, the employers shall provide reasonably efficient masks.

*Dirt-money.*

10. Dirt-money at the ruling rate shall be paid to the engineers or assistants employed by the West Coast Refrigerating Company, Ltd., whilst they are engaged on work classed as "dirty work" on vessels of the South Taranaki Shipping Company, Ltd.

*Overalls.*

11. The employers shall provide freezing-chamber hands with two suits of overalls per year, the overalls used by casual chamber hands to be kept separate from those of the regular employees.

*Foremen.*

12. Nothing in this agreement shall apply to foremen who are permanently employed in that capacity, but any casual worker who shall be employed as a leading hand shall be paid two shillings per day in addition to the wages specified herein, for the time so employed.

*Greasers and Engine-room Attendants.*

13. (a) The ordinary weekly hours of work for greasers and engine-room attendants shall be forty-eight and shall be worked in six consecutive shifts of eight hours each.

(b) All work performed after eight hours in any one shift shall be classified as overtime and shall be paid for at the rate of time and one-half for the first four hours and double time thereafter.

(c) The workers specified in this section shall have an annual holiday of one week on full pay for each six months' complete service with a *pro rata* holiday payment of one day for each month served if the worker's service is terminated by the employer for any cause other than the misconduct of the worker before the current six months' service has been completed.

*Conveniences.*

14. Suitable provisions shall be made for mess-room, lockers, and wash-hand basins.

*First-aid Chest.*

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

*Payment of Wages.*

16. Wages shall be paid either weekly or fortnightly, whichever is the custom at the works concerned at the time of coming into force of this agreement, not later than Thursday, and within fifteen minutes of the termination of the working-hours on the day adopted as pay day.

*Disputes Committee.*

17. 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 on 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 to the Court of Arbitration against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

*Workers to be Members of Union.*

18. (a) It shall not be lawful for any employer bound by this agreement, to employ or to continue to employ in the industry to which this agreement relates, any adult person who is not for the time being a member of an industrial union of workers bound by this agreement, or who is not for the time being a member of a trade-union which was registered as such before the first day of May, 1936, and which is bound by this agreement.

(b) For the purposes of the preceding clause (a) of this section, a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of twenty-one years and upwards shall be deemed to be an adult.

*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 fourteen 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 thereto.

(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 Agreement.*

20. This agreement shall apply to all workers and employers parties hereto engaged or 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.

*Period of Agreement.*

21. The period of this agreement shall be twelve months from the 1st day of April, 1937.

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 20th day of April, 1937.