

**WELLINGTON MUNICIPAL MILK DEPOT AND PASTEURIZATION FACTORY EMPLOYEES—AGREEMENT UNDER LABOUR DISPUTES INVESTIGATION ACT, 1913**

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Economic Stabilization Emergency Regulations, 1942; and in the matter of the agreement made on the 8th day of November, 1948, between the Mayor, Councillors, and Citizens of Wellington and the Wellington Municipal Milk Depot and Pasteurization Factory Employees' Society.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no agreement made in pursuance of the Labour Disputes Investigation Act, 1913, shall come into force until it is filed under section 8 of the

said Act: And whereas it is provided, further, that no such agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the agreement made on the 8th day of November, 1948, between the Mayor, Councillors, and Citizens of Wellington, of the one part, and the Wellington Municipal Milk Depot and Pasteurization Factory Employees' Society, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said agreement for the purposes of the said regulations.

Dated this 10th day of November, 1948.

[L.S.]

A. TYNDALL, Judge.

WELLINGTON MUNICIPAL MILK DEPOT AND PASTEURIZATION  
FACTORY EMPLOYEES—AGREEMENT UNDER THE LABOUR  
DISPUTES INVESTIGATION ACT, 1913

THIS agreement made between the Mayor, Councillors and Citizens of Wellington (hereinafter called "the employer") of the one part and the Wellington Municipal Milk Depot and Pasteurization Factory Employees' Society (hereinafter called "the employees") of the other part, whereby it is mutually agreed by and between the parties hereto as follows, that is to say:—

1. That the terms, conditions, stipulations and provisions contained and set out in the schedule hereto shall be binding upon the said parties and shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe and perform every matter and thing by this agreement and by the said terms, conditions, stipulations 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, stipulations and provisions, but shall in all respects, abide by and perform the same. The said terms and conditions of this agreement shall come into force on the 8th day of November, 1948, and shall continue in operation until the 8th day of November, 1949, unless revoked by any new agreement made by and between the said parties hereto.

Should any dispute arise at any time concerning any matter not specifically provided for or in relation to any matter that is specifically provided for in this agreement, such matter shall first be referred to a disputes committee which shall consist of two (2) representatives of the Mayor, Councillors and Citizens of Wellington and two (2) representatives of the Wellington Municipal Milk Depot and Pasteurization Factory Employees' Society. Failing a settlement being arrived at by the disputes committee the matter in dispute shall be referred by the local committee to the Court of Arbitration for settlement.

## SCHEDULE

### 1. *Hours of Work*

(a) The maximum number of hours, exclusive of overtime, to be worked in any week by any worker bound by this agreement shall be forty (40) hours.

(b) The forty hours to be worked by the aforesaid workers shall be worked on any five days of the seven days of the week and Sunday work shall as far as practicable be equally divided amongst all hands as hitherto.

(c) No worker shall be required to work more than four hours and a half continuously without an interval of at least half an hour for a meal.

(d) Workers shall be allowed an interval of ten minutes for "smoke-oh" during each half shift, such times to be arranged by the management so as not to create a complete cessation of work.

(e) Workers who start work at 6 a.m. or earlier on Saturdays shall be paid time and a half for time worked in excess of four hours on that day.

### 2. *Wages*

(a) The following shall be the minimum weekly wage payable to workers covered by this agreement: £6 3s. 2d. per week.

(b) Workers employed on night shift shall be paid 1s. 6d. per day extra. A night shift worker shall mean any worker whose work requires him to perform duties between 6 p.m. and 6 a.m.

(c) All workers shall receive 1 quart of milk per day free of charge.

(d) This agreement shall not apply to laboratory assistants and foremen.

(e) Any worker employed substantially in the cooling-chamber shall be paid 1d. per hour extra.

### 3. *Casual Workers*

A "casual worker" is a worker who is employed for a period of less than one week. Each such worker shall be paid 3s. 3d. per hour with a minimum of one day's pay.

### 4. *Prohibition of Junior Labour*

The employment of juniors under the age of eighteen years by either a worker or the employer, shall not be allowed.

### 5. *Holidays*

(a) Workers required to work on Christmas Day, Good Friday, New Year's Day, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Boxing Day, Anzac Day and Anniversary Day shall receive an extra day's pay.

(b) For work done on any of the holidays set out in subclause (a) hereof payment shall be made for such time worked at the rate set out in section 28 of the Factories Act, 1946.

(c) Every worker shall be allowed two weeks' holiday each ten months on full pay. A holiday of a proportionate duration shall be allowed to every worker who has worked not less than two months in the case of his leaving the employment.

(d) Should any of the holidays mentioned in subclause (a) hereof occur within the period of a worker's annual holiday, the worker shall be given equivalent days off or he shall in lieu of being granted equivalent days off, be paid one day's extra wages for each of such of the holidays that fall within the period during which the worker is on annual leave.

(e) Any worker called upon to work on his day off shall be paid time and a half for the first four hours worked and double time thereafter, with a minimum of four hours' pay; if no work is available the minimum payment shall be made.

(f) All workers shall be given two weeks' notice when annual holidays are to be commenced.

### 6. *Overtime*

All time worked outside of or in excess of the hours prescribed in clause 1 of this agreement shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

### 7. *Conditions of Employment*

(a) Except in the case of casual workers one week's notice in writing of the termination of employment shall be given by either side, but this shall not prevent the summary dismissal of any worker for good cause.

(b) Deductions may be made from the wages fixed by this agreement for time lost by a worker through sickness, default or accident.

(c) Unless otherwise agreed to in writing, wages, including overtime, shall be paid weekly.

### 8. *Equipment*

(a) Two pairs of gum boot per annum shall be supplied to all depot hands needing them. In the case of temporary or relieving hands a supply of gum boots shall be available for their use, apart from those issued to workers permanently employed.

(b) Workers shall be required to perform their duties in uniforms, such uniforms to be a style, material and colour approved by the employer. Uniforms shall be supplied, maintained and laundered by the employer.

### 9. *First-aid Outfit*

A suitable first-aid outfit shall be supplied and maintained by the employer and kept in a place easily accessible to all workers.

Dated at Wellington this 8th day of November, 1948.

Signed for and on behalf of the Mayor, Councillors and Citizens of Wellington—

E. L. BENSEMAN, General Manager,  
Wellington Municipal Milk Department.

Witness—R. S. Williamson.

W. J. MOUNTJOY, Agent.

Witness—R. S. Williamson.

Signed for and on behalf of the Wellington Municipal Milk Depot and Pasteurization Factory Employees' Society of Workers—

J. B. BEIRNE, President.

Witness—R. S. Williamson.

F. CARNALL, Secretary.

Witness—R. S. Williamson.

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 12th day of November, 1948.