

**TARANAKI AND WELLINGTON COOL-STORE AND COLD-STORE
EMPLOYEES—AWARD**

[Filed in the Office of the Clerk of Awards, Wellington]

In the Court of Arbitration of New Zealand.—Taranaki and Wellington Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Wellington and Taranaki Cool-stores and Cold-stores Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned Board and companies (hereinafter called "the employers") :—

Co-operative Dairy Producers' Freezing Co., Ltd., P.O. Box 1231, Wellington.

Frozen Products, Limited, 25-29 Tennyson Street, Wellington.

Taranaki Producers' Freezing Works Co., Ltd., P.O. Box 178, New Plymouth.

Wanganui Harbour Board, P.O. Box 1, Castlecliff, Wanganui.

West Coast Refrigerating Co., Ltd., P.O. Box 82, Patea.

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 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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 30th day of June, 1950, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 30th day of May, 1949.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to the industry of the handling of primary produce, fruit, or any other merchandise in connection with any cool store or cold store, or any other related trade connected therewith.

Hours of Work

2. Except where otherwise provided, the ordinary daily hours of work shall be eight (including "smoke-oh"), to be worked between 7.30 a.m. and 5 p.m. on five days of the week, Monday to Friday inclusive.

Overtime

3. (a) Except where otherwise provided, all time worked outside of or worked in excess of the hours mentioned in clause 2 of this award in any one day shall be considered overtime and shall be paid for at the rate of time (or rate) and a half for the first three hours and double time (or rate) thereafter: Provided that double rates shall be paid for all work done after 10 p.m.

(b) Except in the case of shift-workers, when workers are required to commence work prior to 7.30 a.m. or 8 a.m. (whichever is the usual starting-time), this shall be considered as overtime and shall be paid for at the rate of double time.

(c) Work done on Saturday shall be paid for at time (or rate) and a half for the first four hours and double time (or rate) thereafter: Provided that work done after midday on Saturday shall be paid for at double time (or rate).

(d) When workers are ordered back to work overtime and attend for such overtime work, they shall be paid a minimum of two hours at the appropriate rate.

(e) When workers are called back to work overtime and attend for such overtime work, the employers shall pay each worker 2s. 6d. to enable him to obtain a meal.

(f) When a worker has been notified on the previous day of intention to work overtime, such worker shall receive a minimum of one hour's pay at overtime rates.

(g) In all cases where men are called out on Saturday and there is no work or less than three consecutive hours' work available, they shall receive not less than three consecutive hours' pay at the rate specified.

(h) Where workers are ordered to work and attend for work on a Sunday they shall be paid at double ordinary rates for a minimum of three hours or for the number of hours specified when ordered back, whichever is the greater.

(i) *Travelling-time.*—Any worker other than a shift-worker required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting of such traffic, and any worker who may work continuously until after the cessation of public wheeled-traffic and cease work before the ordinary time of starting of such traffic, shall be paid for the time occupied in travelling to and from his home at ordinary rates of pay, reckoning the time occupied as being at the rate of three miles per hour: Provided, however, that if a conveyance free of charge is provided for the worker by his employer he shall not be entitled to payment for travelling-time under this clause. For the purpose of this award "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by the workers in travelling to or from their work.

"Smoke-oh"

4. Except where work is being carried on during the meal-hour, a "smoke-oh" of fifteen minutes shall be allowed after every two hours ordinary time or overtime, as the case may be: Provided, however, that smoking shall not be indulged in whilst men are working.

Waiting-time

5. When hourly workers are required to wait during clock hours for work at any time after the notified time of starting, they shall be paid at the appropriate rate per hour until the actual time of starting.

Shifts

6. (a) In all departments shifts may be worked to whatever extent that may be necessary to cope with the work, and a shift shall consist of eight consecutive hours, including twenty minutes' crib time and two "smoke-ohs."

(b) All work done by men on shifts in the engine-room department shall be confined to the work of that department.

(c) Any time worked in excess of eight hours on each of the five days of the week, Monday to Friday, both days inclusive, shall be paid for at time (or rate) and a half for the first three hours and double time (or rate) thereafter.

(d) Any work done on a Saturday shall be paid for at time (or rate) and a half for the first four hours and double time (or rate) thereafter.

(e) Where shifts commence after midday or before 6 a.m., a shift rate of 3s. per shift extra shall be paid.

(f) When a worker is employed on shift-work for less than three consecutive days in any one week, the provisions of clause 3 hereof shall apply.

(g) Clauses 2 and 3 shall not apply to shift-workers employed under this clause.

(h) Greasers in Wellington shall be paid 1s. per shift extra when hand firing boilers to supply steam to sub-lessee.

Rates of Pay

7. The following shall be the ordinary rates of pay:—

Workers employed in handling produce in the cool store and the cold store, including running in and loading out, whether into truck, wagon, or lighters	Per Hour.	s.	d.
.. .. .	4	11	½
Workers not otherwise specified	3	10	½
Engine-room attendants: Per shift of eight hours	£	s.	d.
.. .. .	1	15	0
Greasers, firemen, and cleaners: Per shift of eight hours	1	11	0

Holidays

8. (a) All workers shall receive the following holidays in each year: New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the 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.

(b) When a holiday, other than Anzac Day, falls on a Sunday, such holiday shall be observed on the Monday following. When Christmas Day falls on a Sunday, Boxing Day shall be observed on the Tuesday following.

(c) All holidays mentioned in subclause (a) of this clause shall be paid for as ordinary working-days of eight hours: Provided, however, that when a holiday falls on a Saturday a worker who normally works four hours on Saturdays shall be paid four hours' pay, and a worker who normally works more than four hours on Saturdays shall be paid eight hours' pay. When Anzac Day falls on a Sunday, a worker who does not normally work on that day shall not be entitled to any payment.

(d) All work performed on holidays mentioned in subclause (a) of this clause shall be paid for at double rates in addition to the ordinary rate prescribed in the preceding subclause.

(e) Subclause (c) of this clause shall be subject to the conditions of section 28 (2) of the Factories Act, 1946.

(f) All work performed on Sundays shall be paid for at double rates.

(g) The provisions of this clause shall apply to all workers, including engine-room hands.

(h) When a shift worker's weekly day off falls on one of the holidays mentioned in subclause (a) of this clause, he shall be paid an extra day's pay.

(NOTE.—Attention is drawn to the Annual Holidays Act, 1944, the provisions of which shall apply to all workers.)

Conditions

9. (a) A worker shall not cease work at any time other than the arranged time of ceasing work, unless he shall have obtained the permission of the foreman.

(b) All workers shall be supplied with two suits of overalls per year and chamber hands shall be also supplied with gloves when procurable. Such gloves shall be supplied on payment of a deposit of 5s., to be refunded on the return of the gloves in good order, fair wear and tear excepted.

(c) Ten minutes shall be allowed to workers working outside the chambers to cool down before entering the freezing-chambers.

(d) (i) One hour shall be allowed for meals, except where otherwise mutually arranged. When workers are employed before 5 a.m. they shall be allowed a breakfast hour as far as practicable between 7 a.m. and 8 a.m.

(ii) No worker other than a shift-worker shall be called upon to work for more than five hours continuously without an interval for a meal, except when the exigencies of the business require an extension.

The time for the commencement of the meal period may be extended by fifteen minutes by agreement, but otherwise time worked during such meal period shall be paid for at double the ordinary rate of pay.

(e) The employer shall provide first-aid outfits in convenient positions.

(f) When workers are required to handle cheese which is badly infected with mites, or is so mouldy as to give off excessive dust, an extra payment, to be agreed upon but not to exceed 3d. per hour, shall be made. In the event of a dispute regarding the necessity for or the amount of such payment, the matter shall be decided by a representative of the employers and a representative of the union and, failing their agreement, by an arbitrator to be appointed by such representatives.

(g) When men are called upon to scrape, clean, and paint condenser coils, they shall be paid 3d. per hour dirt-money for the time so employed.

(h) Workers while engaged in building or repairing furnace brickwork shall be paid 3d. per hour extra with a minimum payment of 2s. per day.

(i) The union representative shall be allowed to visit the works to deal with any matter arising out of this award, but not so as to interfere unreasonably with the employer's business.

Conveniences

10. (a) Suitable provisions shall be made for mess-room lockers and wash-hand basins. These shall be maintained and kept clean by the employer, and shall be inspected by the employer or his representative at regular intervals.

(b) The union shall appoint delegates whose duty it shall be to see that workers do everything in their power to maintain the dining, dressing, and bath rooms in a clean and tidy condition.

Payment of Wages

11. (a) Where possible, wages shall be paid not later than Thursday in each week. When workers are not paid in the employers' time, they shall be paid in their respective departments. Two days' lie-time shall be allowed. Any error or omission in the pay-sheet shall be adjusted within forty-eight hours.

(b) If any worker leaves his employment with his employer's consent or is dismissed by his employer, his wages shall be paid in cash immediately following such leaving or dismissal.

Exemption of Foremen

12. Nothing in this award shall apply to foremen who are permanently employed in that capacity, but any worker who shall be employed as a leading hand shall be paid 2s. per day in addition to the wages specified herein for the time so engaged.

Cold Blast

13. Cold blast shall not be in operation unless required, but must be taken off if required by the men so employed.

Termination of Employment

14. Except in the case of misdemeanour or misconduct or other sufficient reason, in which case the employer shall be entitled to dismiss instantly any worker, a worker's employment may be terminated by one hour's notice.

Workers to be Members of Union

15. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

(b) For the purposes of subclause (a) of this clause 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 award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this award, and shall be liable accordingly.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers

16. (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 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.

Matters Not Provided For

17. The essence of this award being that the work of the employers 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, every such dispute or difference as the same shall arise shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner for the district, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Application of Award

18. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, 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.

Scope of Award

19. This award shall operate throughout the Taranaki and Wellington Industrial Districts.

Term of Award

20. This award, in so far as it relates to rates of wages prescribed in clause 7; shall be deemed to have come into force on the 13th day of April, 1949, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 30th day of June, 1950.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 30th day of May, 1949.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

The assessors have asked that the following statement should be recorded in the memorandum to the award:—

“The assessors agreed that there should be a flat rate payment at the rates of 4½d. per hour, 3½d. per hour, and 2s. 4d. per shift (being the increases agreed upon in clause 7) for ordinary hours worked during the period March 1st, 1949, to April 12th, 1949, both dates inclusive.”

The Court, while acceding to the request, expresses the view that the payments mentioned in the foregoing statement may not be legally payable without the approval of a Wages Commissioner in respect of each individual worker.

A. TYNDALL, Judge.