

**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 1954; 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 companies (hereinafter called “the employers”):

Co-operative Dairy Producers’ Freezing Co., P.O. Box 1232, Wellington.
Manawatu Meat and Cold Storage Co. Ltd., 422 Church Street, Palmerston North.
Niven, J. J., and Co. Ltd., P.O. Box 4, Port Ahuriri, Napier.
Taranaki Producers’ Freezing Works Co. Ltd., P.O. Box 178, New Plymouth.

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 January 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 9th day of August 1965.

[L.S.]

A. P. BLAIR, Judge.

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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 smoko), 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 employer shall pay each worker 5s. 9d. 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 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 3 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.

Smoko

4. Except where work is being carried on during the meal hour, a smoko of 15 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 20 minutes crib time and two smokos.

(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 5s. 6d. 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.

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.
	8	10
Workers not otherwise specified	8	4 $\frac{3}{4}$
	£	s. d.
Engineroom attendants: per shift of eight hours	3	15 2
Greasers, firemen, and cleaners: per shift of eight hours	3	7 8

Holidays

8. (a) All workers shall receive the following holidays in each year: New Year's Day, the day following New Year's Day or a day in lieu thereof, 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 of the Factories Act 1946.

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

(g) The provisions of this clause shall apply to all workers, including engineroom 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.

(i) *Annual Holidays*—(i) Holidays shall be allowed in accordance with the Annual Holidays Act 1944.

(ii) In lieu of two weeks' annual holiday, regular shift workers after 12 months' continuous service as such shall be granted three weeks' annual holiday on ordinary pay as defined in the Annual Holidays Act 1944. Any worker who works part time

as a shift worker shall in addition to two weeks' annual holiday under the Annual Holidays Act be granted an additional period representing the corresponding proportionate part of one week extra which is granted to regular shift workers.

The third week's holiday (or proportion of the third week's holiday as the case may be) may be allowed either in conjunction with or separately from the first two weeks as the employer may determine.

(iii) On completion of 10 or more years' continuous service with the same employer workers (other than shift workers covered by paragraph (ii) hereof) shall be allowed an annual holiday of three weeks instead of two weeks allowed under the Annual Holidays Act 1944. The third week's holiday may be allowed either in conjunction with or separately from the first two weeks as the employer may determine.

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 freezer hands shall be also supplied with gloves when necessary.

(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 15 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 5d. 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 5d. per hour dirt money for the time so employed.

(h) Workers while engaged in building or repairing furnace brickwork shall be paid 4d. per hour extra with a minimum payment of 2s. 4d. 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 bathrooms in a clean and tidy condition.

Payment of Wages

11. (a) Where possible wages shall be paid not later than Thursday in each week: Provided that where a holiday falls on a Friday wages shall be paid not later than Wednesday of that week. When workers are not paid in the employer's time, they shall be paid in their respective departments. Two days' lie time shall be allowed. Any error or omission in the pay sheets shall be adjusted within 48 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 Foreman

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 receive an extra payment of 1s. for every hour he is engaged on leading hand's work.

Cold Blast

13. The cold blast shall be stopped at the request of workers to whom it causes undue discomfort.

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.

Unqualified Preference

15. (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

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 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.

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 14 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 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 the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the first day of the first working week in each establishment commencing on or after the 26th day of July 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 January 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 9th day of August 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 15 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. P. BLAIR, Judge.
