

**J. WATTIE CANNERIES, LTD., GISBORNE, EMPLOYEES—AGREEMENT UNDER
THE LABOUR DISPUTES INVESTIGATION ACT, 1913**

In the Court of Arbitration of New Zealand, Northern Industrial District.—

In the matter of the Economic Stabilization Regulations 1950; and in the matter of the agreement made on the 14th day of November 1951, between J. Wattie Canning, Limited, Gisborne, and the J. Wattie Canning, Limited, Employees' Association, Gisborne.

WHEREAS by the Economic Stabilization Regulations 1950 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 14th day of November 1951, between J. Wattie Canning, Limited, Gisborne, of the one part, and the J. Wattie Canning, Limited, Employees' Association, Gisborne, 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 purpose of the said regulations.

Dated this 14th day of February 1952.

[L.S.]

A. TYNDALL, Judge.

J. WATTIE CANNERIES, LTD., GISBORNE, EMPLOYEES—AGREEMENT UNDER THE
LABOUR DISPUTES INVESTIGATION ACT, 1913

THIS agreement made on 14th day of November 1951, between J. Wattie Canneries, Ltd., Gisborne, (hereinafter called "the employer"), of the one part, and the J. Wattie Canneries, Ltd., Employees Association, Gisborne, (hereinafter called "the association"), of the other part, whereby it was mutually agreed by and between the parties as set out as follows:—

1. That the terms and conditions, stipulations and provisions contained and set out in the Schedule hereto shall be binding upon the said parties and they shall be deemed to be and are hereby 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.

SCHEDULE

Industry to Which Agreement Applies

1. This agreement shall apply to manual workers employed in the vining processes, manufacture, dehydrating, vacuum processing, canning, packing, bottling, processing (including quick freeze), labelling, pulping, preparing, or handling of the following goods: fruits, vegetables, corn cobs, maize, sauces (including Worcester sauce), fish, fish liver, fish offal, whale, milk processing, cider and fruit juice, jam, lemon-cheese, marmalade, macaroni preparations, soups, stews, pickles, pulped eggs, vinegar, syrup; and to other manual workers (excepting engineers, engine-drivers, and firemen) employed at work ancillary to the industry, including the making, from any class of material, of cartons and containers for use in the factory, but shall not apply to workers who are substantially employed at work coming within the scope of any current award made by the Court of Arbitration or of any current industrial agreement made in accordance with the rules of any other industrial union.

Workers employed at work ancillary to the industry shall be paid not less than the rates provided in the appropriate award or industrial agreement while so employed.

Hours of Work

2. (a) Forty hours shall constitute a week's work and eight hours shall constitute a day's work, to be worked between the hours of 7.30 a.m. and 5 p.m. on five days of the week, Monday to Friday inclusive.

(b) Shifts may be worked to suit the exigencies of the business; but not more than five shifts shall be worked in any week without payment of overtime. A shift shall not exceed eight hours (including half an hour crib-time). Workers employed on shifts any part of which falls outside of the hours between 7 a.m. and 5 p.m. shall be paid 3s. per shift extra.

Overtime

3. (a) All time worked in excess of the hours prescribed in clause 2 hereof shall count as overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter: Provided that four hours may be worked up to twelve noon on Saturdays at time and a half rate. For the purpose of computing overtime, work done up to and including half an hour shall be deemed half an hour and work done for any period exceeding half an hour and up to one hour shall count as one hour.

(b) The minimum rate of payment per hour shall not be less than 2s.

Wages

4. (a) The following shall be the minimum rates of wages:—

(1) Adult males: £8 10s. per week.

(2) Youths—

	Per Week.		
	£	s.	d.
16 to 18 years of age	4	13	4
18 to 19 years of age	5	3	4
19 to 20 years of age	6	3	4
20 to 21 years of age	7	3	4

(3) Adult women who have had twelve months' experience, £6 per week.

(4) Adult women without experience, £5 13s. 4d. per week for the first twelve months and thereafter £6 per week.

(5) Girls—

	Per Week.		
	£	s.	d.
Under 17 years of age	4	3	4
17 to 19 years of age	4	13	4
19 to 21 years of age	5	3	4

Thereafter, the adult rate of £6 per week.

(b) Men engaged on contract work such as case making and lidding and wiring cases shall be paid a bonus rate of 1s. 2d. per hour in addition to their contract rates.

This increased hourly 1s. 2d. rate shall be subject to overtime payment.

(c) Workers employed for less than one week shall be deemed to be casuals and shall be paid not less than the following rates:—

	Per Hour.	
	s.	d.
Adult males	4	3
Adult females	3	0

(d) Workers who by agreement are employed weekly for a lesser number of hours than those specified in clause 2 hereof shall be paid on a *pro rata* basis, calculated on a forty-hour week. The association shall be notified of any such agreement.

(e) A leading hand is a worker employed regularly in charge of three or more other workers. If in charge of five or more workers he shall be paid 10s. per week extra. If in charge of three or four workers he shall be paid 7s. 6d. per week extra.

Termination of Employment

5. Except for casual workers, not less than forty-eight hours' notice shall be given by either party of the termination of the engagement; but nothing in this clause shall prevent an employer from summarily dismissing any worker for misconduct.

Dangerous Work

6. (a) Where gloves and aprons are essential, these shall be supplied by the employer.

(b) Where respirators are necessary and essential, workers while engaged in this type of work shall be paid 6d. per hour extra.

(c) Workers employed on the work of lye peeling shall be paid 6d. per hour extra while so employed.

Payment of Wages

7. Wages shall be paid weekly and in cash on any day not later than Thursday and in the employer's time. Workers shall be paid immediately upon discharge.

Holidays

8. (a) The following shall be recognized as holidays: New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, and the birthday of the reigning Sovereign.

(b) Payment for the said holidays shall be made at the same rate as for an ordinary working-day when any of the said holidays falls upon an ordinary working-day—*i.e.*, Monday to Friday, both days inclusive.

(c) Should any of the above holidays, except Anzac Day, fall on a Saturday or a Sunday, then for the purpose of this agreement it shall be observed on the following Monday or Tuesday.

(d) Any work done on Sunday or any of the above-mentioned holidays, or holidays observed in lieu thereof, shall be paid for at double time rates. The said payment shall be in addition to the ordinary weekly wage.

(e) Should any of the above holidays not be generally observed in any locality, another day must be observed in lieu thereof.

(f) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act, 1944.

General

9. (a) When workers are required to work overtime on any day, the employer shall provide a meal or pay each of such workers 3s. to enable him or her to obtain a meal, unless such worker has been notified before noon on the day on which overtime is to be worked that he or she shall be required to work overtime: Provided that when such notice has been given and the worker's services are not required, he or she shall receive the meal allowance and a minimum of two hours' pay at the appropriate rate.

(b) Boiling water shall be supplied for meals.

(c) Workers employed in damp or wet places shall be supplied with gum boots, and rubber aprons or overalls. Where necessary overalls shall be supplied in other places.

(d) Female workers shall not handle more than 28 lb. single-handed.

(e) Boys under sixteen years of age shall not handle more than 56 lb. single-handed.

(f) This agreement shall not operate so as to reduce the wages of any worker during his or her present employment.

(g) Ten minutes interval shall be allowed morning and afternoon.

Meal-hours

10. Unless mutually agreed to by the employer and the union representative, not less than three-quarters of an hour shall be allowed for meals and all work done within the recognized meal-break shall be paid for at half time rate extra.

Accommodation

11. The employer shall supply suitable dining and lavatory accommodation, together with facilities for changing clothes, also hot water for washing as prescribed by the Factories Act, 1946, and its amendments.

Certificate of Service

12. Each worker on leaving or being discharged from his or her employment shall, on request, within twenty-four hours thereafter, receive a certificate in writing stating the position held and length of service. Original references shall be the property of the worker and shall be returned within forty-eight hours after engagement.

First-aid Kits

13. First-aid kits shall be provided in all factories and shall be in charge of a responsible person.

Disputes

14. The essence of this agreement being that the work of the employers shall not on any account whatsoever be impeded but 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 agreement, or any of them, as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this agreement, every such dispute or difference as the same shall arise 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 Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court 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 Association

15. Court's clause.

Term of Agreement

16. This agreement shall be deemed to have come into force on the 14th day of November 1951, and shall continue in force until the 30th day of November 1952.

Signed on behalf of J. Wattie Canneries, Ltd.—

J. WATTIE, Managing Director.

Signed on behalf of J. Wattie Canneries, Ltd., Employees Association,
Gisborne—

L. GLOVER.

NOTE.—This agreement made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Auckland, pursuant to section 8 (1) of the said Act, on the 20th day of February 1952.