

J. WATTIE CANNERIES LTD., GISBORNE, EMPLOYEES—INDUSTRIAL AGREEMENT

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

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1925, and its amendments, this 11th day of September 1962 between J. Wattie Canneries Ltd., Gisborne (here and after called the employer), on the one part and the J. Wattie Canneries Ltd., Gisborne, Employees Industrial Union of Workers (hereinafter called "the union") of the other part, where it was mutually agreed by and between the parties as set out below:

1. That the terms and conditions, stipulations and provisions contained and set out in the Schedule 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 conditions, terms, 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 and uncertified laboratory workers employed in the vining process, manufacture, vacuum processing, canning, packing, bottling, processing (including quick freeze and savoury cases), labelling and handling all materials, pulping, preparing or handling of the following goods: fruits, vegetables, sauces (including Worcester Sauce), fish, fish liver, fish offal, whale, game of all descriptions, venison, poultry, meats, milk and cream processing, cider and fruit juice, citrus products, jam, lemon-cheese, marmalade, macaroni preparations, spaghetti, corn cobs, maize, 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 may 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 the hours between 7 a.m. to 5 p.m. shall be paid 5s. 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 12 noon on Saturday 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. Overtime shall be calculated on a daily basis. Workers called back to work after the tea interval shall receive a minimum of two hours and at any time on Saturday, Sunday or holidays shall receive a minimum of two hours at the appropriate rate.

(b) The minimum rate of payment per hour shall not be less than 3s. 4d.

Wages

4. The following shall be the minimum rate of wages:

(a) Males:

| | Per Week | | | Per Hour | |
|--|----------|----|----|----------|----|
| | £ | s. | d. | s. | d. |
| 21 and over after 12 months continuous service | 13 | 3 | 4 | 6 | 7 |
| 21 and over | 13 | 0 | 0 | 6 | 6 |
| 20 years | 11 | 5 | 0 | 5 | 7½ |
| 18-19 years | 10 | 8 | 4 | 5 | 2½ |
| Under 18 years | 7 | 13 | 4 | 3 | 10 |

(b) Females:

| | | | | | |
|--------------------------------|---|----|----|---|----|
| 21 and over (first six months) | 8 | 17 | 6 | 4 | 5½ |
| Thereafter | 9 | 5 | 10 | 4 | 7¾ |
| 18-20 years | 8 | 0 | 10 | 4 | 0¼ |
| 17 years | 7 | 3 | 4 | 3 | 7 |
| 16 years | 6 | 13 | 4 | 3 | 4 |

(c) Workers who by agreement are employed weekly for a lesser number of hours than those specified in clause 2 shall be paid on a *pro rata* basis calculated on a 40 hour week. The union shall be notified of any such agreement.

(d) A worker regularly in charge of three or four other workers shall be paid a charge allowance of 10s. per week. If in charge of five or more other workers he shall be paid a charge allowance of 12s. 6d. per week.

Termination of Employment

5. Except for casual workers, not less than 48 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. If the employment is terminated without the requisite notice and without good cause, two days' pay shall be paid or forfeited.

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 7d. per hour extra.

(c) Workers employed on the work of lye peeling shall be paid 7d. per hour extra while so employed.

(d) Workers employed cleaning waste-separator sump and draining apron surrounding sump shall be paid 6d. per hour extra.

Payment of Wages

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

Holidays

8. (a) The following shall be recognised as holidays: New Year's Day, 2 January, 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 may be observed in lieu thereof.

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

General Conditions

9. (a) When workers are required to work overtime on any day after their normal tea-break, the employer shall provide a meal or pay each of such workers 4s. 6d. 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 hour's 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 gumboots, 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 16 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 half an hour shall be allowed for meals and all work done within the recognised 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. Where the employer considers, it practicable, he shall permit workers to leave their bicycles or cars within the factory precincts within working hours.

Certificate of Service

12. Each worker on leaving or being discharged from his or her employment shall on request within 24 hours thereafter, receive a certificate of service in writing stating the position held and length of service. Original references shall be the property of the worker and shall be returned within 48 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 14 days after such decision has been known to the party desirous of appealing.

15. The secretary or other authorised officer of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employers business.

Workers to be Members of Union

16. (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 agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement.

(b) For the purposes of subclause (a) of this clause a person of the age of 18 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 21 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 agreement and shall be liable accordingly.

(d) Subject to the worker's consent the employer may agree with the union to deduct and pay to the union the union dues of workers bound by this agreement.

(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.)

Workers Other Than Adults

17. If, and so long as, the rules of the union permit any worker employed in any position or employment subject to this agreement, who is under the age of 18 years, to become a member of the union without ballot or other election and upon payment of not more than half the payments provided by the rules of the union for adult workers, such worker may become a member of the union, and if such worker neglects to become a member of the union within two weeks from the date of employment the employer may, if requested so to do by the union, dismiss such worker, provided there is then a member of the union equally qualified and of similar status and ready and willing to perform the particular work required to be done.

Under-Rate Workers

18. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wages 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 wages 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.

Application of Agreement

19. This agreement shall apply to J. Wattie Canneries Ltd., and J. Wattie Canneries Ltd., Gisborne, Employees Industrial Union of Workers.

Scope of Award

20. This agreement shall operate in the Gisborne district.

21. This agreement shall operate as from 20 August 1962 and this agreement shall continue in force until 30 June 1964.

In witness whereof the parties hereto have executed these presents this 11th day of September 1962.

For the J. Wattie Canneries Ltd., Gisborne, Employees Industrial Union of Workers:

H. PARKIN, Secretary.

Witness—A. Thomson.

For the J. Wattie Canneries Ltd., Gisborne:

G. WATTIE, Assistant Managing Director.

Witness—A. Leeves.