

(1090.) CHRISTCHURCH AERATED-WATER WORKERS AND OTHER
BOTTLERS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1905,” and its amendments, and in the matter of an industrial dispute between the Christchurch Aerated-water Workers and other Bottlers’ Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Ballin Bros.
Ellingford, G.
Griffith and Co.
Hill, T. C.
Hill and Co.
Lister and Co.
Lee and Evans.
Mace, H., and Co.
Robinson, John, and Son.
Sharpe Bros.
Scott and Co.
Saunders and Co.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the above-mentioned dispute and the agreement arrived at by the parties hereto, and in order to give effect to the application of all the

parties that the terms and conditions agreed upon be embodied in this award, 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 the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 20th day of August, 1906, and shall continue in force until the 20th day of August, 1909.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 27th day of August, 1906.

FREDK. R. CHAPMAN, J., President.

THE SCHEDULE.

Industrial Agreement.

This industrial agreement, made in pursuance of "The Industrial Conciliation and Arbitration Act, 1905," this 12th day of August, 1906, between Messrs. H. Mace and Co., Lee and Evans, Sharpe Bros., Bellin Bros., Scott and Co., T. C. Hill, Hill and Co., G. Ellingford, Lister and Co., John Robinson and Son, Griffiths and Co., Saunders and Co., all of which are carrying on business as aerated-water and cordial manufacturers in the Industrial District of Canterbury (hereinafter referred to as "the employers") of the one part, and the Christchurch Aerated-water Workers and other Bottlers' Industrial Union of Workers, an industrial union duly incorporated and having its registered office at Christchurch aforesaid (hereinafter referred to as "the union"), of the other part, whereby it is agreed by and between the said parties hereto as follows:—

Hours of Labour.

1. From the 1st November till the 30th April, 8 a.m. till 6 p.m. for five days in the week, with one hour for dinner; and on Thursdays, 8 a.m. till 12 a.m.

The employer may work his employees during the November-April period from 7.30 a.m. till 5.30 p.m.; from the 1st May till the 31st October, 8 a.m. till 5 p.m. for five days in the week, with one hour for dinner; and on Saturdays, 8 a.m. till 12 a.m.

Wages.

2. Cordial-makers and factory-foreman, £3 per week; machine bottlers, £2 10s. per week; beer-bottlers, £2 5s. per week; bottle-washers, £1 12s. 6d. per week.

Casual Labour.

3. All casual labour about a factory to be paid 1s. per hour.

Employment of Youths.

4. Employers to have liberty to employ youths above the age of fifteen years at tying, labelling, and bottling drinks not aerated at the following scale: From 15 to 16, 10s. per week; 16 to 17, 15s. per week; 17 to 18, £1 per week; in proportion of one boy to every four men or fraction of first four.

General Holidays.

5. The following shall be the recognised holidays: Anniversary Day, Prince of Wales's Birthday, Labour Day, Good Friday, Christmas Day, and from 12 a.m. on New Year's Day.

When a holiday falls on Sunday the following day shall be observed. When a holiday is generally observed by the citizens on another day than that prescribed, such day shall be observed by the parties hereto.

Payment of Overtime.

6. The first hour worked in excess of that prescribed in clause 1 shall be paid at the ordinary rate of pay, all time worked after to be paid at the rate of time and a quarter. The first hour may be worked in sections of one half-hour each.

Payment for Sundays and Holidays.

7. For all work done on Sundays and holidays the sum of 1s. 6d. per hour extra shall be paid.

Payment of Wages.

8. Wages shall be paid weekly: A week's notice of termination of employment shall be given on either side.

Preference to Unionists.

9. Preference of employment shall be given to members of the union. Any non-unionist being employed shall within three months become a member of the Aerated-water Workers' Industrial Union of Workers. All things being equal.

Female Labour.

10. Where female labour is employed they shall receive the same rate of remuneration as males.

Incompetent Workmen.

11. Workmen not fully competent, by reason of age or physical weakness, may be employed at such wage as may in each case be agreed upon between the representative of the union and the employer interested.

Improvers to Machine Bottling.

12. An employer shall be allowed to have an improver at the machine bottling, at the rate of £1 15s. for first three months, £2 for second three months. After such term to be paid the rate specified in clause 2 hereof.

This agreement shall be filed as an industrial agreement with the Clerk of the Canterbury Industrial District forthwith after execution, and shall remain in force for three years from the 20th day of August, 1906, unless superseded by an award of the Arbitration Court.

In witness whereof the said parties have executed these presents the day and year aforesaid.

Signatures of Employers.

Signed by H. Mace and Co., per H. MACE
AND Co., in the presence of R. T. Bailey.

Signed by Ballin Bros., per H. T. BALLIN,
in the presence of E. Griffins.

Signed by Lee and Evans, per C. H. EVANS,
in the presence of B. Grogan.

Signed by Sharpe Bros., per A. BRETTELL,
in the presence of R. T. Bailey.

Signed by Saunders and Co., per C. M.
SAUNDERS, in the presence of R. T. Bailey.

Signed by ANDREW SCOTT, in the presence of
R. T. Bailey.

Signed by Hill and Co., per W. L. MILLS,
Manager, in the presence of R. T. Bailey.

Signed by Lister and Co., per J. E. LISTER,
in the presence of L. Trimmer.

Signed by John Robinson, per JOHN ROBIN-
SON, in the presence of R. T. Bailey.

Signed by WILLIAM GRIFFITHS, in the pre-
sence of R. T. Bailey.

Signed by T. C. HILL, in the presence of
R. T. Bailey.

Signed by G. ELLINGFORD, in the presence of
R. T. Bailey.

ROWLAND THOMAS BAILEY,
President, Christchurch Aerated-water Workers' Union.

[Seal.] GEORGE WILLIAM HAXELL,
Secretary, Christchurch Aerated-water Workers' Union.

The seal of the Christchurch Aerated-water Workers and other Bottlers' Industrial Union of Workers was hereunto affixed by order of the union, and the signatures of Rowland Thomas Bailey, president, and George Haxell, secretary, were hereunto subscribed, in the presence of—Charles Carr, Clement Road.

In witness whereof the seal of the Court of Arbitration hath hereunto been put and affixed, and the President of the Court hath hereunto set his hand, this 27th day of August, 1906.

FREDK. R. CHAPMAN, J., President.

REASONS FOR AWARD.

This award expresses verbatim the agreement of the parties hereto.

Dated this 27th day of August, 1906.

FREDK. R. CHAPMAN, J., President.