

WELLINGTON INDUSTRIAL DISTRICT.

(1296.) AERATED-WATER WORKERS AND OTHER BOTTLERS

CLAIMS OF UNION.

1. *Hours.*—Forty-five hours shall constitute a week's work. From Monday to Friday, both days inclusive, the hours shall be from 8 a.m. to 5 p.m., with one hour for dinner, and on Saturday from 8 a.m. to 1 p.m.

2. *Wages.*—Cordial-makers shall be paid £3 10s. per week; factory foreman, £3 10s.; machine and beer bottlers, £2 15s. per week; bottle-washers, £2 8s. per week. No piecework to be allowed.

3. *Casual Labour.*—All casual labour about a factory shall be paid for at 1s. 3d. per hour.

4. *Employment of Youths.*—Employers to have liberty to employ youths above the age of fourteen years at tying and labelling at the following scale: From 14 to 15 years, 10s. per week; from 15 to 16 years, 15s. per week; from 16 to 17 years, £1 per week; from 17 to 18 years, £1 5s. per week.

5. *General Holidays.*—The following shall be recognised holidays: New Year's Day, Anniversary Day, Good Friday, Easter Monday, Prince of Wales's Birthday, Sovereign's Birthday, Christmas Day, and Boxing Day.

When a holiday falls on a 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.

6. *Payment for Overtime.*—Time and a quarter for the first two hours, and time and a half beyond the first two hours for all work done before or after the hours prescribed in clause 1.

7. *Payment for Sundays and Holidays.*—For work done on Sundays, Christmas Day, and Good Friday, 2s. 6d. per hour shall be paid; for work done on other holidays, 2s. per hour.

8. *Payment of Wages.*—Wages shall be paid weekly, and a week's notice of dismissal shall be given.

9. *Preference.*—Preference shall be given to members of the union.

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A W A R D.

In the Court of Arbitration of New Zealand, Wellington 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 Wellington 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”):—

Thomson, Lewis, and Co., aerated-water manufacturers,
Tory Street and Petone.

J. Saunders, aerated-water manufacturer, Thorndon Quay.

W. Evensen, aerated-water manufacturer, Tory Street.

Bennett and Ready, aerated-water manufacturers, Dixon
Street.

Smith Bros., aerated-water manufacturers, Adelaide Road.

Sharpe Bros., aerated-water manufacturers, Cornhill Street.

Simmonds and Osborne, aerated-water manufacturers, off
Adelaide Road.

J. Poswilo, aerated-water manufacturer, Petone.

A. M. Gow, aerated-water manufacturer, Central Hotel,
Lambton Quay.

Working-men’s Club, aerated-water manufacturers, Victoria
Street.

Working-men’s Club, aerated-water manufacturers, Petone.

J. Capper, aerated-water manufacturer, Island Bay.

J. Rod, aerated-water manufacturer, Rona Bay.

— Flewellyn, aerated-water manufacturer, Alhambra Hotel,
Cuba Street.

E. T. Taylor, bottler, Courtenay Place.

Smallbone, Grace, and Co., bottlers, Victoria Street.

Stent and Co., bottlers, Quin Street.

Staples and Co., bottlers, Murphy Street.

T. G. McCarthy, bottler, Tory Street.

T. Harlèy, bottler, Petone.

- Preston and Co., bottlers, Lambton Quay.
 — Schultz, bottler, Adelaide Road.
 Hunt and Co., wine and spirit merchants, Victoria Street.
 A. E. Kernot, wine and spirit merchant, Victoria Street.
 Wollerman and Co., wine and spirit merchants, Jervois Quay.
 T. W. Young and Co., wine and spirit merchants, Jervois Quay.
 Johnston and Co., wine and spirit merchants, Featherston Street.
 W. and G. Turnbull and Co., wine and spirit merchants, Wellington.
 Robinson and Perrin, wine and spirit merchants, Hunter Street.
 Knox and Co., aerated-water manufacturers, Adelaide Road.
 Bacon and Co. (Limited), aerated-water manufacturers, Little Taranaki Street.
 Malachi Taylor, beer-bottler, College Street.
 Young's Chemical Company, Kent Terrace.
 George Edwards and Co., wine and spirit merchants, Featherston Street.
 Phoenix Aerated-water Company, Thorndon Quay.
 L. Caselberg and Co., beer-bottlers, Featherston Street.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 1st day of July, 1907, and shall continue in force until the 1st day of July, 1909.

In witness whereof the seal of the Arbitration Court hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 21st day of June, 1907.

W. A. SIM, Judge.

SCHEDULE.

Hours of Labour.

1. From the 1st day of November to the 30th day of April, forty-eight hours shall constitute a week's work, and from the 1st day of May to the 31st day of October, forty-five hours shall constitute a week's work. The working-hours shall be fixed in advance by each employer to meet the requirements of his business, and any time worked outside the hours so fixed shall be paid for as overtime.

Wages.

2. The following shall be the minimum rates of wages payable to the several classes of workers: Factory foreman, £3 per week; cordial-makers, £3 per week; machine bottlers, £2 10s. per week; beer-bottlers, £2 10s. per week; bottle-washers, £2 2s. per week. Bottle-washing may be done by piecework at such rate as shall be agreed upon between the employer and the worker, but the rate agreed upon must be such as to enable the worker to earn not less than the minimum wage fixed by this award.

Casual Labour.

3. All casual labour about a factory shall be paid for at the rate of 1s. per hour. A worker shall be deemed to be a casual worker if he shall not be employed continuously for more than one week.

Employment of Youths.

4. Employers shall be at liberty to employ youths at any work in a factory (except machine bottling) at the following rates of wages: For youths between the ages of 14 and 15 years of age, 10s. per week; from 15 to 16 years of age, 15s. per week; from 16 to 18 years of age, £1 per week; from 18 to 19 years of age, £1 5s. per week; from 19 to 20 years of age, £1 10s. per week; from 20 to 21 years of age, £1 15s. per week.

Holidays.

5. The following shall be the recognised holidays: Anniversary Day, Labour Day, Good Friday, Christmas Day, and from 12 noon

on New Year's Day. If Christmas Day or Anniversary Day shall fall on a Sunday, the following day shall be treated as the holiday.

6. For all work done on Sundays and holidays the sum of 1s. 6d. per hour shall be paid in addition to ordinary pay.

Overtime.

7. The first hour of overtime shall be paid for at the ordinary rate of pay, and all time after that shall be paid at the rate of time and a quarter.

Payment of Wages.

8. Wages shall be paid on the Saturday of each week.

Termination of Engagement.

9. Twenty-four hours' notice of the termination of the engagement of any worker shall be given by the employer or the worker, but this shall not affect the right of an employer to dismiss a worker for good cause.

Preference.

10. If and so long as the rules of the union shall permit any person who is of good character and sober habits now employed in the trade in this industrial district, or who is now residing or may hereafter reside in this industrial district, to become a member of the union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions not exceeding 6d. (whether payable weekly or otherwise) per week, upon a written application of the person so desiring to join, without ballot or other election, then and in such case and thereafter the employers shall employ members of the union in preference to non-members, provided that there are members of the union known to them equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it without undue delay. This clause shall not interfere with engagements legally subsisting between employers and non-unionists at the date of this award, and any employer may continue to employ any worker then legally employed by him as heretofore, although such worker may not be a member of the union.

11. No employer shall discriminate against members of the union, nor in the engagement or dismissal of his hands, or in the conduct of his business, do anything for the purpose of injuring the union, whether directly or indirectly.

When members of the union and non-members are employed together there shall be no distinction between them, and both shall work together in harmony, and shall receive equal pay for equal work.

Under-rate Workers.

12. (a.) Any worker who considers himself incapable through old age or physical weakness of earning the minimum wage may be

paid such lower wage as may from time to time be fixed on the application of such worker after twenty-four hours' notice to the union by the Chairman of the Conciliation Board, or such other person as the Court may from time to time appoint for that purpose, and such Chairman or person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Chairman or person may think fit to consider after hearing such evidence and argument as the union and worker shall offer; and, upon granting such permit, the Chairman or such person shall forward notice thereof to the Inspector of Factories.

(b.) The wages of such worker shall be fixed for such period as such Chairman or other person shall determine.

(c.) Notwithstanding the foregoing provisions, a worker may agree in writing with the president or secretary of the union upon such wage without having the same fixed as aforesaid.

(d.) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(e.) It shall be the duty of an employer, before employing any worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Exemption.

13. The Working-men's Club, Wellington, is exempted from the operation of this award so long as existing conditions are continued.

Limitation of Award.

14. This award shall apply only to employers carrying on business in the City of Wellington or within a radius of 10 miles from the Chief Post-office in Wellington.

Duration of Award.

15. This award shall come into operation on the 1st day of July, 1907, and shall remain in operation until the 1st day of July, 1909, and thereafter shall continue in force until superseded by another award or an industrial agreement.

In witness whereof the seal of the Court of Arbitration hath hereunto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 21st day of June, 1907.

W. A. SIM, Judge.