

(2094.) AUCKLAND BREWERS', WINE AND SPIRIT MERCHANTS',  
AND AERATED-WATER EMPLOYEES.—AWARD (*RE* BREWERIES,  
MALTHOUSES, AND BOTTLING-HOUSES).

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1908,” and its amendment; and in the matter of an industrial dispute between the Auckland Brewers', Wine and Spirit Merchants', and Aerated-water Employees' Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Campbell and Ehrenfried, Queen Street, Auckland.

Cook and Co., Albert Street, Auckland.

Dufaur, E. B., Queen Street, Auckland.

Great Northern Brewery Company, Khyber Pass, Auckland.

Harris, L. B., Huntly.

Hipkins and Coutts, Auckland.

Innes and Co., Hamilton.

Kenealey, T., and Co., Swanston Street, Auckland.

Knock and Hyde, Newton Road, Auckland.

Langguth and Co., Customs Street West, Auckland.

Nathan, A. H., and Co., Customs Street, Auckland.

Nathan, L. D., and Co., Shortland Street, Auckland.

Paeroa Brewery Company, Paeroa and Waihi.

Reid, John, and Co., Fort Street, Auckland.

Sutherland and Co., Rotorua.

Thompson, W. A., wine and spirit merchant, Rotorua.

Vaughan and Purcell, Auckland.

Waipa Brewery Company, Te Awamutu.

Wendal's Wine Depot (Mrs. Trevithich), Karangahape Road,  
Auckland.

Woods and Co., Whangarei.  
Wrigley, G., Tauranga.

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 of the parties, and in order to give effect to the application of the parties that the terms and conditions thereof should 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 11th day of April, 1910, and shall continue in force until the 1st day of April, 1913.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 9th day of April, 1910.

W. A. SIM, Judge.

#### SCHEDULE.

##### *Definitions.*

1. (a.) "Brewery labourers": This term shall include all labourers engaged about a brewery or malthouse.
- (b.) "Bottling-house labourers": This term shall include all general labourers about a bottling-house.

##### *Hours of Labour.*

2. (a.) Breweries: Forty-six hours shall constitute a week's work, no more than nine hours being worked in any one day except

where the exigencies of the manufacture or breakdown of machinery or plant require a longer shift being worked.

The hours of work as applied to night-cellarmen shall remain as at present in the several breweries.

(b.) Maltheuses: Forty-six hours shall constitute a week's work, the work to be continuous. Not more than nine hours to be worked in any one day except where the process of manufacture or structural alteration requires a longer shift being worked.

Each worker in a brewery and malthouse shall be allowed one half-holiday on a week-day in each week.

(c.) Bottling houses and stores: Forty-eight hours shall constitute a week's work, no more than nine hours being worked in any one shift; the work to be continuous except where a breakdown of machinery or plant requires a longer shift being worked. The hours to be so regulated that the week shall end on Saturday at 12 noon; the balance of the hours shall be divided evenly between the five other days of the week. The day's work to commence not earlier than 7.30 a.m., and finish not later than 5.30 p.m. where only one shift in the twenty-four hours is worked. All time worked in excess of these hours must be paid for at overtime rates.

#### *Wages.*

3. The following shall be the minimum rates of wages to be paid for ordinary time: Leading hand in cellar, £2 15s. per week of forty-six hours; brewery and malthouse labourers, 1s. 0½d. per hour, or £2 8s. per week of forty-six hours; men working in chilling-rooms shall be paid 4s. per week extra to the amount paid brewery labourers; night-cellarman, £2 10s. per week of forty-six hours; bottling-house labourers, 11¼d. per hour, or £2 5s. per week of forty-eight hours.

#### *Casual Labour.*

4. Casual labourers—*i.e.*, those employed for not more than one week—shall be paid 1s. per hour ordinary time.

#### *Overtime.*

5. The payments for all overtime shall be as follows: Brewery labourers and malthouse men, 1s. 4d. per hour; Sunday work, 1s. 4d. per hour; bottling-house labourers, 1s. 2d. per hour. All work done on holidays shall be paid for at the rate of 1s. 6d. per hour, in addition to the ordinary wages.

#### *Special Provisions.*

6. Special provisions as to certain maltheuses:—

(a.) In the malthouse of the Campbell and Ehrenfried Company (Limited), the week of forty-six hours as at present worked shall continue, and the payment shall be at the rate of 1s. 0½d. per hour ordinary time, or £2 8s. per week of forty-six hours.

(b.) In the malthouse of the Great Northern Brewery (Limited) the present method of working shall continue, and the proviso that the work be continuous in any one department shall not apply.

(c.) In the case of Hancock and Co. (Limited), the following provisions shall apply:—

- (i.) In the event of any of their men falling sick (such sickness being caused by the work) and the number remaining being capable of performing the work to the satisfaction of the company, then the man sick shall receive full pay as if at work.
- (ii.) Where night-work is necessary in the malthouse one permanent man shall be employed.
- (iii.) When the malthouse men are not required at malting, they shall be given employment about the brewery if employment can be found for the remaining portion of the year, with the exception of those men who have not been employed in the malthouse for a whole season.

#### *Holidays.*

7. The days upon which the following holidays are observed shall be holidays in breweries, malthouses, and bottling-stores: New Year's Day, Good Friday, Easter Monday, Labour Day, birthday of the reigning sovereign, and Christmas Day and Boxing Day.

If any holiday should fall on a Sunday, the following day shall be observed as a holiday.

#### *Employment of Youths.*

8. Employers shall be at liberty to employ youths at any work in bottling houses and stores at the following rates of wages: Youths between the ages of 17 and 19, £1 5s. per week of forty-eight hours; youths between the ages of 19 and 20, £1 10s. per week of forty-eight hours; youths between the ages of 20 and 21, £1 15s. per week of forty-eight hours.

Youths under eighteen years are not to be employed in breweries except as indentured apprentices.

Overtime for youths: Overtime shall be paid by any employer at the rate of 9d. per hour.

The proportion of youths to men employed by any employer shall not exceed the following: Three youths to the first eight workmen or fraction thereof; then one youth to every four men, calculated upon the total number of men employed by the employer or firm.

The provisions of this clause shall not apply to any youths under the age of seventeen years at present employed, but such youths shall be included in the proportions agreed upon.

*Preparing for Work.*

9. Where it is necessary to get up steam or prepare plant or material before the ordinary hours of commencing work in each department, one man may be employed to do such necessary work for not more than one hour before the ordinary hour for commencing work, and in such case only ordinary rate of pay shall be paid for such time worked, or time allowed off in lieu of such payment.

*Payment of Wages.*

10. Payment of wages to be made on Fridays for ordinary and overtime worked up to the previous Thursday evening.

*Award not to apply to Foreman, &c.*

11. Nothing in this award shall apply to any foreman or manager.

*Termination of Engagement.*

12. Forty-eight hours'—i.e., two working-days'—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 any employer to summarily dismiss any worker for good cause.

*No Deduction for Holidays, &c.*

13. No deduction shall be made from wages on account of holidays, wet weather, or for any reason other than the default or absence of the worker, over which the employer has no control.

Any time so lost by any worker in any one week shall be made up by him before any overtime shall be payable to him, each week to stand by itself.

*Matters not provided for.*

14. If any dispute shall arise over any matter not provided for in this award, the Commissioner of Conciliation for this industrial district shall be empowered to call together the representatives of the employers and the union with a view to an amicable settlement being arrived at (on an application from either party).

*Under-rate Workers.*

15. (a.) Any worker who from any cause is incapable of earning the minimum wage may be paid such lower wage as may from time to time be fixed, on the application of the worker after twenty-four hours' notice to the union by the Inspector of Factories or such other person as the Court may from time to time appoint for that purpose; and such Inspector or person, in so fixing such wage, shall have regard to the worker's capabilities, his age, his past earnings, and such other circumstances as such Inspector or other person may think fit to consider after hearing such evidence and arguments as the union or workers shall offer; and upon granting such permit the Inspector or other person shall forward notice thereof to the Inspector of Factories.

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

(c.) Notwithstanding the foregoing provisions, a worker may agree in writing with the 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 he employs any worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

*Preference.*

16. (a.) 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 the 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 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.

(b.) Each employer shall be at liberty to engage workers at his own place of business, and if any worker so engaged shall not be a member of the union, the employer shall require him to join within eight days from the date of his engagement.

17. (a.) The foregoing 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.

(b.) No employer shall discriminate against a member 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.

(c.) 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. Preference to unionists shall not apply to youths under twenty-one years of age, nor to employees who are employed in any position of supervision.

*Scope of Award.*

18. This award shall apply to all employers carrying on business in the industrial district, excluding therefrom the portion thereof in the Gisborne Judicial District.

*Term of Award.*

19. This award shall come into force on the 11th day of April, 1910, and shall continue in force until the 1st day of April, 1913.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereto set his hand, this 9th day of April, 1910.

W. A. SIM, Judge.

## MEMORANDUM.

This award embodies, without alteration, the agreement of the parties except as to one point—viz., the proportion of youths to be employed. Some employers agreed to this being fixed at two for the first eight workmen or fraction thereof; other employers desired to have it fixed at four: the Court has fixed it at three.

W. A. SIM, Judge.

(2095.) AUCKLAND BUILDERS', CONTRACTORS', AND GENERAL LABOURERS'.—AWARD (*RE* COAL, LIME, SAND, OR CEMENT MERCHANTS, AND STONEMASONS).

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1908," and its amendment; and in the matter of an industrial dispute between the Auckland Builders', Contractors' and General Labourers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

## Coal-dealers,—

- Adams, J., Rutland Street.
- Austin and Sons, Ellerslie.
- Bates, G. D., Devonport.
- Beaver, J., Newmarket.
- Bines, W. F., Manukau Road, Parnell.
- Bollard and Thacker, 231 Hobson Street.
- Blacklow, H. J., Manukau Road, Epsom.
- Bollman, F., Pitt Street.
- Bowman, W., Green Lane.
- Buckley, A. E., New North Road, Kingsland.
- Burns, —, Grey Street.
- Canham, H. S., Symonds Street.
- Carter, G., Ireland Street.
- Chevis, J., Market Road, Remuera.
- Chiswell, W. J., Oliphant Street.
- Clark, James, Kingsland.
- Clayton Bros., Eden Terrace.
- Cleal, Eli, Ponsonby Road.
- Collins, V., The Drive, Epsom.