

(4412.) WELLINGTON BREWERY, MALTHOUSE, AND BOTTLING-STORE EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District. — In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Wellington Brewers' Bottlers, Bottle-washers, and Aerated-water Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Laery and Co., wine and spirit merchants, Victoria Street, Wellington.

Preston and Co., wine and spirit merchants, Stout Street, Wellington.

Staples and Co., brewers, Murphy Street, Wellington.

Stent and Co., brewers, Quin Street, Wellington.

Taylor, E. T., wine and spirit merchant, Courtenay Place, Wellington.

Trustees in the estate of T. G. McCarthy, brewers, Tory Street, Wellington.

Wellington Brewery Company, brewers, Hutt Road, Petone, Wellington.

Wollerman and Co., wine and spirit merchants, Johnston Street, Wellington.

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, 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 maxi-

mum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 1st day of August, 1916, and shall continue in force until the 1st day of August, 1918, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 4th day of September, 1916.

T. W. STRINGER, 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 Work.

2. (a.) Breweries and bottling-stores: Forty-four hours shall constitute a week's work, not more than eight hours being worked in any one day, except where the exigencies of the manufacture or a 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.) Malhouses: Forty-four hours shall constitute a week's work, not more than eight hours being worked in any one day, except where the exigencies of the manufacture or a breakdown of machinery or plant require a longer shift being worked.

Wages.

3. (a.) The following shall be the minimum rates of wages to be paid to workers: Brewery and malthouse labourers, £2 17s. 6d. per week; bottling-store labourers, £2 15s. per week.

(b.) Employers shall have the right to transfer workers from any one department to any other as the exigencies of manufacture may require.

(c.) All wages shall be paid in cash on Friday in each week, overtime being paid up to the previous Wednesday.

Overtime.

4. Overtime shall be paid at the rate of time and a quarter for any time worked after 5 o'clock p.m. on five days of the week or after 12 noon on Saturdays; for any work done on Sundays or upon any of the holidays hereinafter mentioned time and a half shall be paid.

Holidays.

5. (a.) The following shall be recognized as holidays: Christmas Day, Boxing Day, New Year's Day, Anniversary Day, Good Friday, Easter Monday, Sovereign's Birthday, and Labour Day.

(b.) If any holiday shall fall on a Sunday the following day shall be observed.

Night-watchmen.

6. Where night-watchmen are employed they shall assist the brewer if required.

Night-cellarmen.

7. Where night-cellarmen are employed they shall continue to work under the same conditions as are in vogue at the time of the coming into operation of this award, and shall receive a minimum rate of £3 3s. per week.

Youths.

8. (a.) Employers shall be at liberty to employ youths in the following proportion: Three to eight or fraction of eight, and one to each additional four men employed in excess of eight.

(b.) In calculating the proportion of youths to be taken on the men must have been in constant employment for the preceding six calendar months, and the calculation shall be based on the total number of men employed by the employer or firm.

(c.) The wages of youths shall be as follows: Seventeen years of age, £1 5s. per week; eighteen years of age, £1 10s. per week; nineteen years of age, £1 15s. per week; twenty years of age, £2 per week.

Casual Workers.

9. A worker shall be deemed a casual worker if he shall not be employed continuously for more than one week, and he shall be paid 1s. 4d. per hour wherever employed.

Terms of Employment.

10. (a.) Unless otherwise agreed one week's notice of the termination of the engagement of any worker shall be given by the employer or worker, but this shall not affect the right of any employer to summarily dismiss any worker for good cause.

(b.) No deduction shall be made from wages for any of the holidays named herein, but time lost by a worker through his illness or absence from work through no fault of the employer may be deducted from his wages.

Preference.

11. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within

fourteen days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Special Provisions for Workers in Maltheuses.

12. (a.) Where night-work is necessary in the malthouse one permanent man shall be employed.

(b.) Men working under excessive heat shall be allowed twenty minutes before starting work in a cool temperature.

(c.) The temperature of the kiln shall not register more than 160 degrees of heat while men are working in such kiln.

(d.) Where 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 the whole season.

(e.) Malt-bin veils shall be provided for all workers needing them. Mits and masks and first-aid appliances shall be available for all employees.

(f.) Adequate provision shall be made for men to change, and a bathroom shall be provided.

Under-rate Workers.

13. (a.) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage 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 fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage 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 Factories 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.

Matters not provided for.

14. If any dispute shall arise over any matter not provided for in this award it shall be settled between the parties through the president or secretary on behalf of the union and the employer involved. Failing settlement the matter shall be referred to the Conciliation Commissioner by either party, who shall call in assessors for both parties. Should an amicable settlement not be arrived at the matter shall be referred to the Arbitration Court.

Scope of Award.

15. This award shall apply to all employers carrying on business in the industry within a radius of twenty-five miles of the Chief Post-office in the City of Wellington.

Term of Award.

16. This award shall come into operation as from the 1st day of August, 1916, and shall continue in force until the 1st day of August, 1918.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 4th day of September, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendation of the Conciliation Council, which the parties agreed to accept.

T. W. STRINGER, Judge.