

(4519.) NORTHERN DISTRICT (EXCEPT GISBORNE JUDICIAL DISTRICT) BREWERY, MALTHOUSE, AND BOTTLING-HOUSE EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Northern 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 Auckland Brewers, Wine and Spirit Merchants' Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Campbell and Ehrenfried, Elliott Street, Auckland, wine and spirit merchants.

Cooke and Co., Albert Street, Auckland, wine and spirit merchants.

Crosby, G., and Co., Commerce Street, Auckland, wine and spirit merchants.

Drysdale, C. H., and Co., Customs Street West, Auckland, bottlers, wine and spirit merchants.

Hancock and Co., Fort Street, Auckland, brewers, wine and spirit merchants.

Harris, L. B., Huntly, bottler.

Heather, Robertson (Limited), Fort Street, Auckland, bottlers, wine and spirit merchants.

Innes and Co., Hamilton, brewers.

Levers and Co., Fort Street, Auckland, wine and spirit merchants.

Lion Brewery Company, Khyber Pass, Auckland, bottlers, wine and spirit merchants.

McInnes and Co., Swanson Street, Auckland, bottlers, wine and spirit merchants.

McMillan, G., and Co., Customs Street East, Auckland, bottlers, wine and spirit merchants.

Nathan, L. D., and Co., Shortland Street, Auckland, bottlers, wine and spirit merchants.

Reid, J., and Co., Fort Street, Auckland, bottlers, wine and spirit merchants.

Waipa Brewery Company, Te Awamutu, brewers.

Wakeman Bros., Customs Street East, Auckland, bottlers, wine and spirit merchants.

Wendel's Wine Depot (T. Dawson-Smith), Karangahape Road, Auckland; bottlers.

Woods and Co., Whangarei, wine and spirit merchants.

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 maximum 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 September, 1916, and shall continue in force until the 31st day of March, 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 9th day of December, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Definitions.

1. (a.) "Brewery labourers": This term shall include all labourers engaged about a brewery or malthouse.

(b.) "Chilling-room men": This term shall include all men engaged not less than one-third of their time in or about chilling-rooms in which beer is stored in bulk, but shall not include men engaged in connecting or disconnecting hoses in chilling-rooms.

(c.) "Bottling-house labourers": This term shall include all labourers engaged about a bottling-house or bottling-store.

Hours of Work.

2. (a.) Breweries: Forty-six hours shall constitute a week's work, not 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 on 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, not 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 shall 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 to 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. (a.) The following shall be the minimum rates of wages to be paid for ordinary time: Brewery and malthouse labourers, 1s. 1½d. per hour, or £2 12s. per week of forty-six hours; chilling-room men, 1s. 3d. per hour, or £2 17s. 6d. per week of forty-six hours; night-cellarmen and men connecting and disconnecting hose in chilling-rooms (other than chilling-room men), 1s. 2d. per hour, or £2 14s. per week of forty-six hours; bottling-house labourers, 1s. 0¾d. per hour, or £2 11s. per week of forty-eight hours; men working at filling, corking, and labelling machines mechanically driven, 1s. 1d. per hour, or £2 12s. per week of forty-eight hours.

(b.) So long as the British Empire remains in a state of war with Germany and Austria or either of them, and for three months after the cessation of such war, there shall be paid to all workers coming within the scope of this award, in addition to the rates in subclause (a) hereof, a war bonus of 5s. per full week worked or at the rate thereof, and in addition to the rates specified in clause 8, subclause (a), hereof a war bonus of 10 per cent. for a full week worked or at the rate thereof.

(c.) Notwithstanding the foregoing subclause (b) the said war bonus may at any time during the currency of the war as set forth be continued either wholly or partially, or may be increased or terminated as the Court, on the application of any party to the award or of its own motion, may determine.

Casual Labour.

4. Casual labour—*i.e.*, those employed for not more than one week—shall be paid 1s. 3d. per hour ordinary time.

Overtime.

5. (a.) The payment for overtime shall be as follows: Chilling-room men, 1s. 7d. per hour for the first three hours and 1s. 10d. per hour thereafter; brewery, malthouse, and bottling-house labourers, 1s. 6d. per hour for the first three hours and 1s. 10d. thereafter.

(b.) Sunday work: When any worker is required by his employer to work on Sunday he shall be paid at the rate of 1s. 6d. per hour, but in no case shall such worker receive a less amount than 6s.

(c.) Holidays: 1s. 6d. per hour in addition to ordinary wages.

(d.) When a worker is required to work overtime for a period of two hours or more on any one day the employer shall give him twenty-four hours' notice of such requirement, or make a payment to him of 1s. for tea-money.

Special Provisions.

6. (a.) In the Carlton Gore malthouse of the Lion Brewery (Limited) the week of forty-six hours as at present worked shall continue.

(b.) In the malthouse of the Great Northern Brewery (Limited) the present method of working shall continue, and it shall be competent for the employer to require any brewery or malthouse labourer to work alternately in brewery and malthouse.

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

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

(2.) When 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.

(d.) Men working in excessive heat shall be allowed fifteen minutes before starting work in a cold temperature.

(e.) Any man required to paint or enamel the inside of any cylinder shall be paid 5s. in addition to his ordinary wage.

(f.) Any men working in a sand-blast shall be paid 1s. per day in addition to their ordinary wages.

Holidays.

7. The days upon which the following holidays are observed shall be holidays in breweries, malthouses, and bottling-stores: New Year's Day, Anniversary Day, Good Friday, Easter Monday,

Labour Day, birthday of the reigning Sovereign, Christmas Day, and Boxing Day. If any holiday shall fall on a Sunday the following day shall be observed as a holiday.

Employment of Youths.

8. (a.) 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 seventeen and nineteen, £1 7s. 6d. per week of forty-eight hours; youths between the ages of nineteen and twenty, £1 12s. 6d. per week of forty-eight hours; youths between the ages of twenty and twenty-one, £2 per week of forty-eight hours.

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

(c.) Overtime for youths: Overtime shall be paid by any employer at the following rates: Seventeen to nineteen, 9d. per hour; nineteen to twenty, 10d. per hour; twenty to twenty-one, 1s. 3d. per hour.

(d.) The proportion of youths to men employed by any employer shall not exceed the following: Two 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.

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 and a half before the ordinary hour of commencing work, and in such case only ordinary rates 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 Friday for ordinary and overtime worked up to the previous Thursday evening.

Award not to apply to Foremen, &c.

11. Nothing in this award shall apply to any foreman or manager. Not more than one foreman shall be allowed in any bottling house or store where less than ten workers are employed.

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. (a.) 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 worker⁴ over which the employer has no control.

(b.) 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 Conciliation Commissioner for this industrial district shall be empowered to call together the representatives of the employers and of the union with a view to an amicable settlement being arrived at (on the application of either party).

Under-rate Workers.

15. (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 such 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 provided by this clause: Provided that in the case of any worker 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.

Preference.

16. (a.) If and so long as the rules of the union shall permit any worker coming within the scope of this award who is of good

character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon the written application of the person so desiring to join the union, without ballot or other election, and so to continue upon payment of subsequent contributions not exceeding 6d. per week, then and in such case and thereafter 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 become a member within eight days from the date of his engagement and remain such member.

17. (a.) 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.

(b.) 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 Northern Industrial District, excluding therefrom the portion thereof in the Gisborne Judicial District.

Term of Award.

19. This award shall come into force as from the 1st day of September, 1916, and shall continue in force until the 31st day of March, 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 9th day of December, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendations of the Conciliation Council, which the parties agreed to accept. The term of award was agreed on by the parties at the hearing.

T. W. STRINGER, Judge.