

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(4534.) NORTHERN DISTRICT (EXCEPT GISBORNE JUDICIAL DISTRICT) AERATED-WATER AND CORDIAL FACTORY 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 Aerated-water, Condiment, Preserve, Biscuit, Confectionery, and Drug Factories' Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Alva Mineral Water Company, aerated-water manufacturers,
Randolph Street, Newton, Auckland.

Boyd, S., aerated-water manufacturer, Kawakawa.

Calderwood, J., aerated-water manufacturer, Waihi.

Clark, C. A., aerated-water manufacturer, Rotorua.

Clarke, C., hotel-proprietor, Pukekohe.

- Clarke, W., aerated-water manufacturer, Waihi.
 Collins, J. and E., confectioners, Parawai, Thames.
 Goldwater, B., hotel-proprietor, Devonport.
 Grey and Menzies, aerated-water manufacturers, Eden Crescent, Auckland.
 Grey and Menzies, aerated-water manufacturers, Grey Street, Hamilton.
 Grey and Menzies, aerated-water manufacturers, Whittaker Street, Te Aroha.
 Grey and Menzies, aerated-water manufacturers, Pollen Street, Thames.
 Hall, T. H., aerated-water manufacturer, Tauranga.
 Handley, W., aerated-water manufacturer, Hobson Street, Auckland.
 Harris, L. B., hotel-proprietor, Huntly.
 Hollis, Walls, and Co., aerated-water manufacturers, Arch Hill.
 Innes and Co., aerated-water manufacturers, Hamilton.
 Innes and Co., aerated-water manufacturers, Taumarunui.
 Innes and Co., aerated-water manufacturers, Te Kuiti.
 Kia Ora Mineral Water Company, aerated-water manufacturers, Eden Terrace, Auckland.
 Laycock, H., aerated-water manufacturer, Manganui.
 Morgan Bros., aerated-water manufacturers, Paeroa.
 Nesbit, R., aerated-water manufacturer, Kawhia.
 Reed, E. E., aerated-water manufacturer, Whangarei.
 Scott, A. C., aerated-water manufacturer, Ponsonby Road, Auckland.
 Sharpe Bros., aerated-water manufacturers, Millais Street, Grey Lynn.
 Simmonds and Osborne, aerated-water manufacturers, Stanley Street, Auckland.
 Summers, W., aerated-water manufacturer, Whakatane.
 Wai-Aroha Mineral Water Company, aerated-water manufacturers, Te Aroha.
 Waipa Brewery Company, aerated-water manufacturers, Taumarunui.
 Waipa Brewery Company, aerated-water manufacturers, Te Awamutu.
 Waiwai Mineral Water Company, aerated-water manufacturers, Stanley Street, Auckland.
 Westbury and Sons, aerated-water manufacturers, Federal Street, Auckland.

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 25th day of December, 1916, and shall continue in force until the 25th day of December, 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 16th day of December, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. (*a.*) From the 1st day of November to the 30th day of April forty-nine hours shall constitute a week's work, and from the 1st day of May to the 31st day of October forty-four hours shall constitute a week's work. The hours of work shall be so regulated that the week shall end at noon on Saturday, the balance of the hours to be divided equally between the other five days of the week.

(*b.*) It shall be competent for any employer to arrange with his workers to substitute forty-eight hours and forty-five hours respectively in lieu of the forty-nine and forty-four hours referred to in subclause (*a*) hereof.

Overtime.

2. All time worked in excess of the hours of work set forth in clause 1 hereof shall be deemed overtime, and shall be paid for at the rate of time and a quarter for the first three hours and

time and a half thereafter, excepting that where work is performed between the hours of 10 p.m. and 7 a.m. and on Sundays double-time rates shall be paid. On the recognized half-holiday time-and-a-half rates shall be paid.

Wages.

3. (a.) The following shall be the minimum rates of wages payable to the several classes of workers: Cordialmakers, £3 per week; machine bottlers, £2 13s. per week; bottle-washers and general hands, £2 12s. per week.

(b.) "Cordialmaker" shall mean a man who is thoroughly competent to undertake all the work appertaining to cordialmaking which is required of him by his employer and who is employed in that capacity.

(c.) When a worker is engaged for more than half his ordinary time at any particular branch of the business he shall be paid the rate of wages prescribed for that branch, although he may be called upon to do any other work about the factory.

Casual Labour.

4. All casual labour about a factory shall be paid for at the rate of 1s. 6d. per hour. A "casual worker" shall mean any worker employed during a less period than one week.

Employment of Youths.

5. (a.) Employers shall be at liberty to employ youths at any work in a factory at the following rates of wages: For youths between the ages of fifteen to sixteen years, 15s. per week; from sixteen to eighteen years of age, £1 per week; from eighteen to nineteen years of age, £1 5s. per week; from nineteen to twenty years of age, £1 10s. per week; from twenty to twenty-one years of age, £1 15s. per week.

(b.) The proportion of youths to men shall not exceed one youth to every three men or fraction thereof.

Holidays.

6. (a.) The following shall be the recognized holidays: Good Friday, Labour Day, King's Birthday, Christmas Day, Anniversary Day, and from noon on New Year's Day, Boxing Day, and Easter Monday. If Christmas Day or Anniversary Day should fall on a Sunday the following day shall be treated as the holiday.

(b.) For all work done on holidays the sum of 1s. 6d. per hour shall be paid in addition to the ordinary wage.

Payment of Wages.

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

Termination of Engagement.

8. 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 an employer to summarily dismiss a worker for good cause.

No Deduction for Holidays.

9. 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 lost by any worker in any one week shall be made up by him before any overtime shall be payable to him. Each week shall stand by itself.

Female Labour.

10. Nothing in this award shall apply to females, who may be employed as heretofore, provided that females shall not be employed in the bottling of aerated waters, cordial or alcoholic beverages, except at the rates herein provided for workers at such work.

Under-rate Workers.

11. (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.

Preparing for Work.

12. 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 time for commencing work, and in such case only the ordinary rate of pay shall be paid for such time worked or time allowed off in lieu of such payment.

Preference.

13. (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.

Foreman or Manager.

14. Nothing in this award, excepting so far as wages are concerned, shall apply to any foreman or manager.

Mits and Masks.

15. Suitable mits and masks shall (if necessary) be provided by the employer for labelling and bottling.

Scope of Award.

16. This award relates only to workers employed in (a) the factories of aerated-water and cordial bottlers, and (b) the factories of brewers of non-intoxicating beverages. This award shall bind all employers of such workers who carry on business in this industrial district except the portion thereof included in the Gisborne Judicial District.

Term of Award.

17. This award shall come into force on the 25th day of December, 1916, and shall continue in force until the 25th day of December, 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 16th day of December, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

In fixing the terms of this award the Court has taken as a basis the award recently made in Wellington in this industry embodying the recommendations of the Conciliation Council, which both employers and workers agreed to accept, the result being that the wages and working-conditions of workers covered by this award will be practically identical with those now in operation in the Wellington District.

T. W. STRINGER, Judge.
