

(8214.) CANTERBURY BREWERS', MALTSTERS', AND RELATED TRADES EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury 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 Christchurch Brewers, Maltsters, and Related Trades Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Canterbury (N.Z.) Seed Company (Limited), Cashel Street, Christchurch.

Dominion Compressed Yeast Company (Limited), Christchurch. Hall and Co., Devonport Lane, St. Albans, Christchurch.

New Zealand Breweries (Limited), Christchurch.

Rangiora Brewery Company (G. Sturgess), Rangiora.

Timaru Brewery Company (Limited), Timaru and Christchurch.

White Star Brewery Company, Kaiapoi.

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 a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided, and shall continue in force until the 1st day of March, 1927, 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 hereunto been affixed, and the Judge of the Court hath hereunto set his hand, this 29th day of May, 1925.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. (a.) The hours of work for coopers, and men employed in breweries, malthouses, and bottling-stores shall be forty-four per week—viz., eight hours on five days of the week and four hours on Saturday, to be worked between the hours of 8 a.m. and 5 p.m. on five days of the week, and between the hours of 7 a.m. and noon on Saturdays.

(b.) Night-workers shall start work between the hours of 5 p.m. and 10 p.m.

(c.) In the case of the Dominion Compressed Yeast Company (Limited), one night-worker may work between the hours of midnight and 8 a.m.

(d.) If night-workers are required to stay on brewery premises for more than eight hours they shall be paid for such extra time at overtime rates.

(e.) Night-workers shall not be employed as such for more than one month continuously without a break of at least one month, except in cases of sickness or by special arrangement with the secretary or president of the union.

Wages.

2. The following shall be the minimum rates of wages per week: Coopers, £4 18s. per week; headers-up, £4 11s. per week; brewery,

malthouse, and bottling-store hands, £4 3s. per week. Night hands shall be paid 5s. per week extra in all cases, provided the night hands start work between the hours of 5 p.m. and 10 p.m.

Casual Labour.

3. Casual labour shall be paid for at the rate of 1s. 10½d. per hour.

Overtime.

4. (a.) Except as herein provided the overtime rates to be paid to workers outside the hours prescribed in clause 1 hereof shall be as follows: Time and a half for the first four hours, time and three-quarters thereafter.

(b.) Sunday work shall be paid for at the rate of 3s. per hour, with a minimum of 6s.

Holidays.

5. (a.) The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Monday, Show Day, Labour Day, Anniversary Day or the Sovereign's Birthday, Christmas Day, Boxing Day, and the 2nd January or picnic day.

(b.) All work done on any of the above-mentioned holidays shall be paid for at overtime rates—*i.e.*, ordinary payment for the whole day, and overtime rates for the actual time worked.

(c.) The holidays herein specified shall be paid for, but subject thereto a worker shall be entitled to be paid only for the time actually worked by him, with a minimum of two hours.

General Conditions.

6. (a.) All wages shall be paid weekly and in the employer's time.

(b.) All men required to work overtime at night shall be notified the previous day, or be allowed a reasonable time in which to get their meals, or be paid 1s. 6d. extra for their tea-money.

(c.) Men working under excessive heat shall be allowed a reasonable time before starting work in a cold temperature.

(d.) No man shall be required to work for more than four hours in any one day at an open malt-screen unless the same be fitted with exhausts or other appliances reducing dust to a minimum.

(e.) When earlier or later attendance is required, the hours of work shall be continuous, subject to the usual meal-hours.

(f.) Workers employed at wet work shall be provided with clogs or gum boots, and workers employed on bottle-washing machines shall be supplied with waterproof aprons.

(g.) First-aid chests shall be provided by the employer in a convenient and accessible place on the premises.

Termination of Engagement.

7. Except in the case of casual hands, one week's notice of the termination of the service shall be given on either side.

Preference.

8. (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 this 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.

(c.) Whenever an employer shall employ a worker who is not a member of the union he shall, within seven days thereafter, give notice in writing of such employment to the secretary of the union.

Under-rate Workers.

9. (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 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.

Special Clause, applicable only to the Dominion Compressed Yeast Company (Limited).

10. The Dominion Compressed Yeast Company (Limited) may employ youths at not less than the following rates:—

				Per Week.
				£ s. d.
Seventeen years of age	..	..	..	1 15 0
Eighteen years of age	..	..	..	2 0 0
Nineteen years of age	..	..	..	2 10 0
Twenty years of age..	..	..	..	3 0 0

Scope of Award.

11. This award shall operate throughout the Canterbury Industrial District.

Term of Award.

12. This award in so far as it relates to wages shall be deemed to have come into force on the 2nd day of March, 1925, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 1st day of March, 1927.

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 29th day of May, 1925.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

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

[L.S.]

F. V. FRAZER, Judge.