

(10396.) 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, 1925 ; and in the matter of an industrial dispute between the undermentioned persons, firms, and companies (hereinafter called " the employers ") :—

Hickmott, S. W., Victoria Brewery, Waltham Road, Christchurch

Kearns, J. H., Victoria Malthouse, Waltham Road, Christchurch
New Zealand Breweries, Ltd., Christchurch

Rangiora Brewery Co. (G. Sturgess), Rangiora

St. Albans Brewery, Ltd., St. Albans, Christchurch

The Canterbury (N.Z.) Seed Co., Ltd., Christchurch

The Dominion Compressed Yeast Co., Ltd., Christchurch

Timaru Brewery Co., Ltd., Timaru and Christchurch

White Star Brewery, Ltd., Harper Street, Sydenham, Christchurch, and Kaiapoi

and the

Christchurch Maltsters', Brewers', and Related Trades
Industrial Union of Workers

(hereinafter called " the union ").

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 from the 18th day of February, 1933, and shall continue in force until the 17th day of February, 1934, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 17th day of February, 1933.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. (a) The hours of work for coopers and men employed in breweries and maltings and bottling-stores shall be forty-four per week, eight hours to be worked on five days of the week, and four hours on Saturday.

Each employer shall be entitled to arrange such hours of work as suit the exigencies of his particular business, and such hours may be worked in shifts either by day or night, and such hours shall be continuous subject to the usual meal-hours.

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

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

Wages.

2. The following shall be the minimum rate of wages per week :—

				Per Week.		
				£	s.	d.
Coopers ..	..	..	..	4	10	0
Headers-up ..	..	..	..	4	3	9
Brewery, malthouse, and bottling-store hands				3	15	0

Casual Labour.

3. Casual labour shall be paid for at the rate of 1s. 8d. per hour.

Overtime.

4. (a) Overtime shall be worked as required by the employer. All time worked in excess of the hours provided in clause 1 hereof shall count as overtime, and be paid for at the rate of time and a quarter for the first four hours and time and a half thereafter, computed on the rates set out in clause 2 hereof, irrespective of the actual wage being paid to the worker concerned.

(b) Sunday work shall be paid for at the rate of 2s. 6d. per hour. Any excess of eight hours on Sunday shall be paid for at overtime rates.

Holidays.

5. (a) The following shall be the recognized holidays : New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, Boxing Day, and either the Sovereign's Birthday or Show Day at the discretion of the employer.

(b) For essential work in the industries covered by this award employers shall have the right to employ men during any of the above holidays without additional payment, provided that where an employee is required to work on a holiday equivalent time off shall be given within one month, or at such other time as shall be mutually agreed upon. In lieu of such time off payment at ordinary rates for the time worked shall be granted to the employee concerned.

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, and shall be allowed a reasonable time in which to get their meals or be paid 1s. 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) A first-aid chest shall be provided by the employer in a convenient and accessible place on the premises.

Preference.

7. (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. The provisions of this subclause relating to the dismissal of workers shall apply, with equal effect, to any worker coming within the scope of this award engaged since the 21st day of June, 1929, but before the coming into force of this award, who is not a member of the union during the currency of this award.

(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, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

Under-rate Workers.

8. (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.

Termination of Engagement.

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

Scope of Award.

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

Term of Award.

11. This award shall come into force on the 18th day of February, 1933, and shall continue in force until the 17th day of February, 1934.

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 17th day of February, 1933.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court related to under-rate workers. The preference clause, as agreed upon by the parties, has been amended to bring it within the provisions of the Act. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.