

(10962.) WELLINGTON (SEVENTY-MILES RADIUS) BREWERY, MALTHOUSE, AND BOTTLING-HOUSE LABOURERS.—INDUSTRIAL AGREEMENT DECLARED TO BE AN AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.

Wednesday, the 11th day of December, 1935.

WHEREAS on the 21st day of October, 1935, an industrial agreement was made between New Zealand Breweries, Ltd., Wellington, and other persons, firms, and companies (hereinafter called "the employers"), of the one part, and the Wellington Brewers' Bottlers, Bottle-washers, and Aerated-water Employees' Industrial Union of Workers (hereinafter called "the union"), of the other part: And whereas on the 29th day of October, 1935, a duplicate original of the said industrial agreement was filed in the office of the Clerk of Awards at Wellington: And whereas on the 20th day of November, 1935, an application was made to the Court by the parties to the said industrial

agreement for an order declaring the said industrial agreement to be an award of the Court: And whereas the Court is satisfied that the said industrial agreement is binding on employers who employ a majority of the brewery, bottling-store, and malthouse workers in the Wellington Industrial District, in which district the said industrial agreement was made: Now, therefore, the Court, in pursuance and exercise of the powers vested in it by section 33 of the Industrial Conciliation and Arbitration Act, 1925, and of every other power in that behalf thereunto enabling it, doth hereby order and declare that the said industrial agreement, a copy of which is hereto subjoined, shall, as from the day of the date hereof, be an award of the Court.

[L.S.]

E. PAGE, Judge.

WELLINGTON (SEVENTY-MILES RADIUS) BREWERY, MALTHOUSE, AND
BOTTLING-HOUSE LABOURERS.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 21st day of October, 1935, between New Zealand Breweries, Ltd., Wellington, and the undermentioned persons, firms, and companies (hereinafter called "the employers"), of the one part, and the Wellington Brewers' Bottlers, Bottle-washers, and Aerated-water Employees' Industrial Union of Workers (hereinafter called "the union"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. That the said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

Macarthy, T. G. (Trustees in the Estate of), Brewers, Tory Street, Wellington.

J. McIlraith and Co., Grocers and Bottlers, 140 Willis Street, Wellington.

Preston and Co., Ltd., Wine and Spirit Merchants, Stout Street, Wellington.

New Zealand Breweries, Ltd., Brewers, Murphy Street, Wellington.

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

E. T. Taylor and Co., Ltd., Wine and Spirit Merchants,
 Courtenay Place, Wellington.
 Tui Bottling Co., Ltd., 182 Wakefield Street, Wellington.

SCHEDULE.

Definitions.

1. (a) "Brewery labourer" shall be deemed to mean and include all labourers engaged about a brewery or malthouse.

(b) "Bottling-house labourers" shall be deemed to mean and include all general labourers engaged 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 on 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 night-cellarmen shall remain as at present in the several breweries.

(b) Malthouses: 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: Malthouse labourers, £4 7s. 6d. per week; brewery labourers, £4 5s. per week; night-cellarmen, 5s. per week extra; bottling-house labourers, £4 2s. 6d. per week.

(b) Any worker not previously employed at the trade may be paid 3s. 6d. per week less than the above rates for a period of three months.

(c) All wages shall be paid in cash on Friday each week, overtime being paid up to the previous Wednesday. In each case wages shall be paid during working-hours.

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

(e) Nothing in this agreement shall apply to engine-drivers or firemen.

Overtime.

4. Except as herein provided the overtime rates to be paid to workers employed outside of the hours prescribed in clause 2 hereof shall be as follows: Time and a quarter for the first three hours, and time and a half thereafter; each day to stand by itself.

Holidays.

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

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

(c) When a worker is employed on a Sunday or on any of the holidays mentioned above, such worker shall be paid 3s. per hour with a minimum of two hours.

Night-cellarmen.

6. Where night-cellarmen are employed they shall continue to work under the same conditions as are being observed at the date of the coming into operation of this agreement.

Youths.

7. (a) Employers shall be at liberty to employ youths in the following proportion: One youth to four men.

(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:— Per Week.

	£	s.	d.
Eighteen to nineteen years of age ..	2	5	0
Nineteen to twenty years of age ..	2	10	0
Twenty to twenty-one years of age ..	2	15	0

Casual Workers.

8. 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 2s. 1d. per hour wherever employed.

Terms of Employment.

9. (a) Unless otherwise agreed, for workers with under twelve months' service, forty-eight hours' notice; and for workers with over twelve months' service, one week's notice 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.

(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.

10. (a) If any employer shall hereafter engage any worker coming within the scope of this agreement 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 agreement 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.

11. (a) Where night-work is necessary in a 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 a kiln shall not register more than 160 degrees Fahrenheit 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 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 kept available for all employees.

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

Under-rate Workers.

12. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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 day's 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.

13. If any dispute shall arise over any matter not provided for in this agreement, 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, and he 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 Agreement.

14. This agreement shall be limited in its operation to that area lying within a radius of seventy (70) miles from the Chief Post-office in the City of Wellington.

Operation of Agreement.

15. The operation of this agreement is limited to the workers employed by the employers who are parties to this agreement.

Term of Agreement.

16. The duration of this agreement shall be two (2) years from the 1st day of November, 1935.

In witness whereof the parties hereto have executed these presents, the day and year first before written.

Macarthy, T. G. (Trustees in the Estate of), Brewers, Tory Street, Wellington. For and on behalf of the Trustees—

(Signature) Macarthy's City
and Phoenix Brewery:

T. YOUNIE, Manager.

Witness to above signature—M. Ferguson.

J. McIlraith and Co., Grocers and Bottlers, 140 Willis Street, Wellington. For and on behalf of J. McIlraith and Co.—

(Signature) W. L. McILLRAITH.

Witness to above signature—Geo. Greig.

Preston and Co., Ltd., Wine and Spirit Merchants, Stout Street, Wellington. For and on behalf of Preston and Co., Ltd.—

(Signature) H. W. PRESTON.

Witness to above signature—D. Soulis.

New Zealand Breweries, Ltd., Brewers, Murphy Street, Wellington. For and on behalf of New Zealand Breweries, Ltd.—

(Signature) D. W. MADDEN.

Witness to above signature—S. Fergusson, Company Secretary, Wellington.

Stent and Co., Brewers, Quin Street, Wellington. For and on behalf of Stent and Co.—

(Signature) B. DARRELL.

Witness to above signature—J. H. Smith.

E. T. Taylor and Co., Ltd., Wine and Spirit Merchants, Courtenay Place, Wellington. For and on behalf of E. T. Taylor and Co., Ltd.—

(Signature) C. W. TAYLOR.

Witness to above signature—W. H. Newey, Clerk, Wellington.

Tui Bottling Co., Ltd., 182 Wakefield Street, Wellington. For and on behalf of the Tui Bottling Co., Ltd.—

(Signature) W. HARVEY.

Witness to above signature—F. Collins, Clerk, Wellington.

For and on behalf of the Wellington Brewers' Bottlers, Bottle-washers, and Aerated-water Employees' Industrial Union of Workers—

(Signature) P. FLYNN, President.

(Signature) JOHN READ, Secretary.

Witness to above signatures—Pat Hally.