

(11313.) WELLINGTON INDUSTRIAL DISTRICT **AERATED WATER WORKERS.**—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Wellington Brewers, Bottlers, Bottle-washers, and Aerated Water Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Wellington.

- Callingham, Mrs., College Street, C. 3, Wellington.
Direct Aerated Water Supply, Ira Street, E. 4, Miramar.
Empire Manufacturing Co., Ltd., Hopper Street, C. 2, Wellington.
Hildreth, W., and Son, 31 Lorne Street, C. 3, Wellington.
Kempthorne, Prosser, and Co., Ltd., N.Z., Victoria Street, C. 1, Wellington.
Murdoch and Co., Ltd., 133 Taranaki Street, C. 3, Wellington.
McIlraith, J., and Co., Ltd., 142 Willis Street, C. 1, Wellington.
Osborne Manufacturing Co., Ltd., Howes Lane, C. 1, Wellington.
Pacific Manufacturing Co., Ltd., 56A Adelaide Road, S. 1, Wellington.
Phoenix Aerated Water Co., Ltd., 10 Mulgrave Street, N. 1, Wellington.
Sharpe Bros., Gordon Place, S. 1, Wellington.
Schweppes Ltd., 6 Ballance Street, C. 1, Wellington.
Sharland and Co., Ltd., Dixon Street, C. 1, Wellington.
Star Aerated Water Co., 7 Hutt Road, Petone.
Thomson, Lewis, and Co., Ltd., 103-109 Tory Street, C. 3, Wellington.
Tiki Brewery and Carbonated Water Co., Ltd., Lower Hutt.
Twist, A. E., Materne Street, Otaki.

Wanganui.

Sharpe Bros., Halswell Street, Wanganui.
 Thomson and Lewis, Campbell Place, Wanganui.
 Wanganui Aerated Water Co., Ltd., 112 St. Hill Street, Wanganui.
 Holder, N. T., Wellington Road, Marton.
 Johnson, J. H., Tui Street, Taihape.

Wairarapa.

Huia Aerated Water Co., Ltd., Bannister Street, Masterton.
 Neill and Moore, Chapel Street, Masterton.
 Vincent, G. A., Bell Street, Featherston.
 Vincent, G. A., and Co., High Street, Carterton.
 White, A. W., Tui Street, Pahiatua.

Manawatu.

Carson, J. H., and Co., 14 Grey Street, Palmerston North.
 Dixons Ltd., Fitzherbert Avenue, Palmerston North.
 Sharpe Bros., 92 Ferguson Street, Palmerston North.
 Standard Brewery, Featherston Street, Palmerston North.
 Voitre, E. F., 161 Albert Street, Palmerston North.
 Stevens, C. H., 31 Gladstone Street, Feilding.
 Foxton Cordial Co., Ltd., Whyte Street, Foxton.
 Sharpe Bros., Kent Street, Levin.
 O'Connor, Maurice, Oxford Street, Levin.

Hawke's Bay.

Gilberd and Co., Kennedy Road, Napier.
 Long and Barden, 120 Vigor Brown Street, Napier.
 Plowman, W., and Sons, Ltd., Battery Road, Napier.
 Huia Aerated Water Co., Tennyson Street, Dannevirke.
 Barden, W., Frederick Street, Hastings.
 Newbegin, E., Hastings Street, Hastings.
 Plowman and Co., Heretaunga Street, Hastings.
 Denne, T. C., Takapau Road, Waipukurau.
 Coker, W., Tynron, Wairoa.

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 December, 1937, 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 10th day of December, 1936.

[L.S.]

— E. PAGE, Judge.

SCHEDULE.

Hours of Work.

1. (a) The ordinary hours of work for workers engaged in the manufacture of aerated water or cordials shall not exceed forty-four hours per week during the summer months, 1st November to the 30th April inclusive, to be worked between the hours of 7.30 a.m. and 5 p.m. on five days of the week, and 7.30 a.m. and noon on Saturdays; and forty hours per week during the winter months, 1st May to the 31st October inclusive, to be worked between the hours of 7.30 a.m. and 5 p.m. on five days of the week and 7.30 a.m. and noon on Saturdays.

(b) Workers who are required during the winter months to work on Saturday morning shall be allowed a half-holiday in addition to the Saturday half-holiday from 12 noon on a day in each week.

(c) Notwithstanding anything contained in this award, subsection (4) of section 3 of the Factories Amendment Act, 1936, relating to the employment of workers for the purpose of raising steam, and in making preparations for the work of the factory, shall be deemed to be incorporated herein.

(d) It is hereby ordered that the judgment of the Court dated the 7th day of July, 1936, and recorded in Book of Awards, Vol. XXXVI, p. 332, relating to the aerated-water manufacturing industry shall be amended in respect of the Wellington Industrial District by providing that the maximum

number of hours (exclusive of overtime) to be worked in any week by any worker bound by this award shall be forty during the period from 1st May to 31st October.

Wages.

2. (a) The following shall be the minimum rates of wages:—

	Per Week.		
	£	s.	d.
First six months of service ..	0	15	0
Second six months of service..	0	19	0
Third six months of service..	1	3	0
Fourth six months of service..	1	7	0
Fifth six months of service ..	1	11	0
Sixth six months of service..	1	15	0
Seventh six months of service ..	2	0	0
Eighth six months of service..	2	10	0
Ninth six months of service..	3	0	0
Tenth six months of service ..	3	16	0
Thereafter	4	2	6
Bottlers and case makers ..	4	5	0

Syrup makers shall be paid not less than £4 12s. 6d. per week.

Casual workers shall be paid not less than 2s. 3d. per hour.

(b) A "casual worker" is a worker who is employed for a period of less than one week.

Proportion.

3. The proportion of youths during the summer months shall not exceed one youth to every two adults or fraction thereof. During the winter period the proportion of youths shall not exceed one youth to every three adults or fraction thereof.

An "adult" is a person receiving not less than the basic wage.

Holidays.

4. (a) The following holidays shall be allowed without deduction from wages: A whole holiday on every Christmas Day, Boxing Day, New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, and birthday of the reigning Sovereign.

(b) Time worked on any of the above-named holidays or on Sundays shall be paid for at twice the ordinary rate.

(c) Payment of wages for the said holidays shall be made to all persons who have been employed in the factory:—

(i) In the case of Christmas Day, Boxing Day, New Year's Day, Good Friday, or Easter Monday, at any time during the fortnight ending on the day on which the holiday occurs.

(ii) In the case of any other whole holiday, for at least four days during the week ending on the day on which the holiday occurs.

(d) In the Hawke's Bay Provincial District, Show Day shall be substituted for Anniversary Day.

(e) Seven working days' holiday on full pay shall be granted to each worker on the completion of a full year's service. Unless otherwise mutually arranged, such holiday shall be taken during the slack season.

Overtime.

5. All time worked in excess of the hours set forth in clause 1 hereof shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first four hours and at double time for any excess beyond four hours.

Meal-money.

6. All workers employed in the factory shall be paid meal-money in accordance with the provisions of section 23, subsection (6), of the Factories Act.

Deductions from Wages.

7. An employer shall be entitled to make a rateable deduction from the wages of any worker for any time lost by him through sickness, accident, or default.

Period of Notice.

8. Twenty-four hours' notice of the termination of the engagement of any worker, other than casuals, shall be given by the employer or the worker, but this shall not affect the right of the employer to dismiss a worker for good cause.

Mits and Masks.

9. Suitable mits and masks shall be provided by the employers where required.

First-aid Outfits.

10. First-aid outfits shall be provided in all factories and shall be accessible to employees at all times. The employer shall be responsible for keeping supplies in clean containers and in charge of a responsible person.

Right of Entry upon Premises.

11. The secretary or other authorized officer of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works, and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Workers to be Members of Union.

12. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award:

Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers.

13. (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.

Scope of Award.

14. This award shall operate throughout the Wellington Industrial District.

Term of Award.

15. This award in so far as it relates to wages shall be deemed to have come into force on the 1st day of December, 1936, 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 December, 1937.

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 10th day of December, 1936.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The only matters referred to the Court related to under-rate workers, preference, and right of entry upon premises. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

E. PAGE, Judge.