

NORTHERN INDUSTRIAL DISTRICT **BREWERS AND  
BOTTLERS.**—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Auckland Brewers, Wine and Spirit Merchants' Employees' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

*Auckland.*

Auckland Wine Co., 4 Rutland Street, Auckland, C. 1.

Burns, Philp, and Co., Ltd., 3 Albert Street, Auckland, C. 1.

Campbell and Ehrenfried Co., Ltd., 21 Strand Arcade, Auckland, C. 1.

Cooke and Co., Ltd., 127 Albert Street, Auckland, C. 1.

Corban, A. A., and Sons, 28 Fort Street (only), Auckland, C. 1.

Dominion Breweries, Ltd., Dilworth Buildings, Queen Street, Auckland,  
C. 1.

Dominion Compressed Yeast Co., Ltd., Williamson Avenue, Auckland, W. 2.

Dominion Wines, Ltd., 173 Karangahape Road, Auckland, C. 2.

Drysdale, C. H., and Co., Little Queen Street, Auckland, C. 1.

Hancock and Co., Ltd., Customs Street, Auckland, C. 1.

Hughes and Cossar, Ltd., 30 Swanson Street, Auckland, C. 1.

Hutchinson (Wholesale), Ltd., Beach Road, Auckland, C. 1.

Innes, C. L., and Co., Ltd., 211 Khyber Pass, Auckland, C. 3.

Jowett, S., and Co., 28 Fort Street, Auckland, C. 1.

Joyce, James J., Swanson Street, Auckland, C. 1.

Macindoe, C. G., Proprietary, Ltd., Little Queen Street, Auckland, C. 1.

Nathan, L. D., and Co., Ltd., 47 Fort Street, Auckland, C. 1.

New Zealand Breweries, Ltd., Khyber Pass, Newmarket, Auckland, S.E. 1.

Reid, John, and Co., Ltd., Anzac Avenue, Auckland, C. 1.

Viking Lagar, Ltd., O'Connell Street, Auckland, C. 1.

*Hamilton.*

Innes, C. L., and Co., Ltd., Hamilton.

*Rotorua.*

McGill Ltd., Arawa Street, Rotorua.

*Gisborne.*

New Zealand Breweries, Ltd., Gisborne.

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 25th day of February, 1938, 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 18th day of June, 1937.

[L.S.]

P. J. O'REGAN, Judge.

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SCHEDULE.

*Definition.*

1. This award shall apply to all workers employed about a brewery, malthouse, or bottling-store.

*Hours of Work.*

2. (a) (i) The ordinary hours of work for brewery and malthouse workers shall not exceed forty hours in any one week, or eight hours in any one day.

(ii) 1½d. per hour shall be paid to any worker in addition to his ordinary wage for any time worked during the following hours:—

Monday to Friday: Between 5 p.m. and 6 a.m. on the day following.

Midnight Sunday-Monday to 6 a.m. Monday.

(b) In bottling-stores forty hours shall constitute a week's work, and shall be worked on Monday to Friday, both days inclusive, between the hours of 7.30 a.m. and 4.30 p.m., or between the hours of 8 a.m. and 5 p.m., or between the hours of 8.30 a.m. and 5.30 p.m., as the employer may decide. Notwithstanding anything contained in this subclause, workers required for despatch and delivery may be employed on Saturday mornings.

(c) If a worker is required to work eight hours without an interval for a meal he shall be paid at the rate of time and a half for one hour.

*Wages.*

3. (a) The minimum wage payable to workers twenty-one years of age and over shall be £4 5s. per week.

(b) A worker who has not been previously employed at the trade may be paid 3s. 6d. per week less than the above-mentioned wage during the first month of employment.

*Casual Workers.*

4. (a) Casual workers shall be paid a minimum wage of 2s. 3d. per hour.

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

*Overtime.*

5. All time worked in excess of the hours prescribed in clause 2 hereof shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter, except on Saturdays, when the rate shall be time and a half for the first four hours and double time thereafter. Overtime shall be computed daily.

*Holidays.*

6. (a) The following holidays shall be allowed without deduction from wages: Christmas Day, Boxing Day, New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, and the Sovereign's Birthday.

(b) Time worked on a Sunday or on any of the holidays mentioned in the preceding subclause shall be paid for in accordance with the provisions of the Factories Amendment Act, 1936.

(c) If any of the above holidays except Anzac Day falls on a Sunday, then the holiday shall be observed on the Monday following.

*Special Provisions.*

7. (a) When malthouse-men are not required at malting they shall be given employment about the brewery, if employment can be found, for the remaining period of the year, with the exception of those men who have not been employed in the malthouse for the whole season.

(b) Men working in excessive heat shall be allowed fifteen minutes before starting work in a cold temperature.

(c) Any man required to paint or enamel the inside of any cylinder shall be paid 5s. in addition to his ordinary wages.

*Employment of Youths.*

8. (a) Employers shall be at liberty to employ youths at any work in bottling houses and stores at the following rates of wages:—

Commencing Age.	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.
From 18 to 19 ..	35/6	39/6	43/6	47/6	51/6	55/6
From 19 to 20 ..	43/6	47/6	51/6	55/6	..	..
From 20 to 21 ..	55/0	65/0	..	..	..	..

(b) Youths under eighteen years of age shall not be employed in breweries except as indentured apprentices.

(c) The proportion of youths to men employed by any employer shall not exceed the following: Two youths to the first eight workmen or fraction thereof, then one youth to every four men, calculated upon the total number of men employed by the employer or firm.

*Employment of Females.*

9. Employers shall be at liberty to employ females at any light work in bottling houses and stores at the following rates of wages:—

	Per Week.		
	£	s.	d.
For the first six months .. ..	1	0	0
For the second six months .. ..	1	4	0
For the third six months .. ..	1	8	0
For the fourth six months .. ..	1	12	0
For the fifth six months .. ..	1	16	0
For the sixth six months .. ..	2	0	0
For the fourth year .. ..	2	2	6
Thereafter .. ..	2	5	0

*Payment of Wages.*

10. Payment of wages shall be made on Friday for ordinary and overtime work up to the previous Wednesday evening.

*Award not to apply to Foreman, &c.*

11. Nothing in this award shall apply to any foreman (except working foreman) or manager.

*Meal-money.*

12. When a worker is called upon to work overtime and notice of the requirement to work overtime has not been given on the day previous to the day on which the overtime is worked, 1s. 6d. tea-money shall be paid.

*No Deduction for Holidays, &c.*

13. 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.

*Matters not provided for.*

14. Any dispute in connection with any matters not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

*Effective Operation of Award.*

15. Every employer bound by this award shall permit the secretary or other authorized officer of the union of workers to enter at all reasonable times (to be mutually arranged between the employer and the union) upon the premises or works, and there interview any workers, but not so as to interfere unreasonably with the employer's business.

*Termination of Engagement.*

16. 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 any employer to summarily dismiss any worker for good cause.

*Under-rate Workers.*

17. (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.

*Workers to be Members of Union.*

18. (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.)

*Extension of Hours under Factories Act.*

19. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this award in respect of every occupier of a factory bound or to be bound by such award.

*Scope of Award.*

20. This award shall operate throughout the Northern Industrial District.

*Term of Award.*

21. This award, in so far as it relates to wages, shall be deemed to have come into force on the 25th day of February, 1937, 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 25th day of February, 1938.

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 18th day of June, 1937.

[L.S.]

P. J. O'REGAN, Judge.

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MEMORANDUM.

The only matter referred to the Court related to the term of the award. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

P. J. O'REGAN, Judge.

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