

NORTHERN, WELLINGTON, MARLBOROUGH, AND WESTLAND
AERATED-WATER AND CORDIAL WORKERS.—AWARD.

[*Filed in the Office of the Clerk of Awards, Wellington.*]

In the Court of Arbitration of New Zealand, Northern, Wellington, Marlborough, and Westland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand (except Nelson and Otago and Southland) Brewers, Bottlers, Bottle-washers, and Aerated-water Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

NORTHERN INDUSTRIAL DISTRICT.

Alva Mineral Water Co., Ltd., Randolph Street, Newton, Auckland, C. 2.
 Aotea Cordial Co., 7 Nelson Avenue, Auckland, C. 1.
 Citrus Products, Ltd., 12 Ruru Street, Auckland, C. 3.
 Clark, C. A., and Son, Ltd., Rotorua.
 Crystal Aerated Waters, Ltd., 504 Mount Eden Road, Auckland, S. 1.
 Fruit Juices, Ltd., 7 Nelson Avenue, Auckland, C. 1.
 Grey and Menzies, Ltd. (Head Office), Eden Crescent, Auckland, C. 1.
 Ideal Mineral Water and Cordial Co., Water Street, Onehunga, S.E. 5.
 Innes, C. L., and Co., Ltd. (Head Office), Hamilton.
 Sharland and Co., Ltd., Lorne Street, Auckland, C. 1.
 Sharpe Bros., 7 Corella Road, Belmont, Takapuna, Auckland, N. 2.
 Wai Wai, Ltd., Great North Road, Grey Lynn, Auckland, W. 2.
 Whittome, Stevenson, and Co., Ltd., 77 Carlton Road, Newmarket, Auckland, S.E. 1.

WELLINGTON INDUSTRIAL DISTRICT.

Wellington.

Callingham, Mrs., College Street, Wellington.
 Direct Aerated Water Supplies, care of Phoenix Aerated Water Co., Ltd., 10 Mulgrave Street, Wellington.
 Empire Manufacturing Co., Ltd., Hopper Street, Wellington, C. 2.
 Hildreth and Son, 31 Lorne Street, Wellington, C. 3.
 Kempthorne, Prosser, and Co., Ltd., N.Z., Victoria Street, Wellington, C. 1.
 McIlraith, J., and Co., Ltd., 142 Willis Street, Wellington, C. 1.
 Murdock and Co., Ltd., 133 Taranaki Street, Wellington, C. 3.
 Osborne Manufacturing Co., Ltd., Howes Lane, Wellington, C. 1.
 Phoenix Aerated Water Co., Ltd., 10 Mulgrave Street, Wellington, N. 1.
 Schweppes Ltd., 6 Ballance Street, Wellington, C. 1.
 Sharland and Co., Ltd., Dixon Street, Wellington, C. 1.
 Sharpe Bros., Gordon Place, Wellington, S. 1.
 Star Aerated Water Co., 7 Hutt Road, Petone.
 Thomson Bros., Ltd., 8-12 Blair Street, Wellington, C. 3.
 Thomson, Lewis, and Co., Ltd., 103 Tory Street, Wellington, C. 3.
 Tiki Brewery and Carbonated Water Co., Ltd., Lower Hutt.
 Twist, A. E., Materne Street, Otaki.

Wanganui.

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

Wairarapa.

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

Manawatu.

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

Hawke's Bay.

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

MARLBOROUGH INDUSTRIAL DISTRICT.

Collie, W., and Co., Nelson Street, Blenheim.
 Hannan, P., Picton.
 Harte, M., Rai Valley, Marlborough.
 Marlborough Brewery Co., Ltd., Blenheim.

WESTLAND INDUSTRIAL DISTRICT.

Boustridge and Hall, Greymouth.
 Grogan Bros., Greymouth.
 Henri Pain, Westport.
 Kortegast Bros., Hokitika.
 Reynolds, E. E., Westport.
 Robinson, T., and Sons, Hokitika.
 Thomas, C. H., Westport.

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 13th day of May, 1940, and shall continue in force until the 13th day of May, 1941, 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 8th day of May, 1940.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Interpretation.

1. This award shall apply to all workers covered by the provisions hereof who are employed at work in connection with the aerated-water and cordial industries and shall also include bottlewashing, but shall not apply to workers already covered by another award.

Hours of Work.

2. (a) The ordinary hours of work during the summer months (1st November to 30th April inclusive) shall not exceed forty-four hours per week, and during the winter months (1st May to 31st October inclusive) shall not exceed forty hours per week.

(b) In the case of male workers sixteen years of age or over the ordinary hours of work shall be worked between the hours of 7.30 a.m. and 5 p.m. on five days of the week, Monday to Friday inclusive, and between the hours of 7.30 a.m. and noon on Saturday: Provided that the day's work shall be continuous except for meal intervals, which shall not exceed one hour.

(c) In the case of male workers under sixteen years of age and female workers the ordinary hours of work shall be worked between the hours of 8 a.m. and 5 p.m. on five days of the week, Monday to Friday, both days inclusive, and between the hours of 8 a.m. and 12 noon on Saturday.

(d) 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.

Wages.

3. (a) The minimum rates of pay for male workers over the age of twenty-one years shall be:—

	Per Week.		
	£	s.	d.
Working foremen	5	5	0
Cordial and syrup makers	5	0	0
All others	4	10	0
Bottlers attending carbonating-machines	4	12	6

A cordialmaker is a worker who holds the employers' recipes, is responsible for the complete manufacture of cordials and syrups, and who is substantially employed at such work.

(b) When a worker is temporarily engaged at any particular branch of the business for which a higher rate of payment is provided, the said worker shall receive such higher rate during the time he is so employed.

(c) Wages shall be paid not later than Thursday in each week and within ten minutes of the ordinary time of stopping work.

(d) Casual workers shall be paid not less than 2s. 6d. per hour. A casual worker shall mean a worker employed during a less period than one week.

(e) The weekly wages prescribed in this clause shall be increased by 10 per cent. when a forty-four-hour week is worked in accordance with subclause (a) of clause 2.

Female Workers.

4. (a) Female workers may be employed at not less than the following weekly rates:—

Age at commencing Employment.	First Year.		Second Year.		Third Year.		Fourth Year.	
	First Half.	Second Half.	First Half.	Second Half.	First Half.	Second Half.	First Half.	Second Half.
Under 16	17/6	21/6	25/6	29/6	33/6	37/6	41/6	45/6
16-17 years	20/6	24/6	28/6	32/6	36/6	40/6	44/6	..
17-18 years	23/6	27/6	31/6	35/6	39/6	43/6	..	..
18-19 years	26/6	30/6	34/6	38/6	42/6	..	..	..
19-20 years	29/6	33/6	37/6	41/6	..	..	..	..
20-21 years	32/6	36/6	..	..	..	..	..	..

Thereafter not less than £2 9s. per week.

(b) The weekly wages prescribed in this clause shall be increased by 10 per cent. when a forty-four-hour week is worked in accordance with subclause (a) of clause 2.

(c) Female labour in the aerated-water departments shall be restricted to the dressing of bottles by hand.

Youths.

5. (a) The following shall be the minimum rates of wages payable to youths:—

	Per Week.		
	£	s.	d.
Under 16 years	1	0	0
16 to 16½ years	1	5	0
16½ to 17 years	1	10	0
17 to 17½ years	1	15	0
17½ to 18 years	2	0	0
18 to 18½ years	2	5	0
18½ to 19 years	2	10	0
19 to 19½ years	2	15	0
19½ to 20 years	3	0	0
20 to 20½ years	3	5	0
20½ to 21 years	3	10	0
Thereafter	4	10	0

(b) The proportion of youths to men shall not exceed one youth to every three men or fraction thereof.

(c) The weekly wages prescribed in this clause shall be increased by 10 per cent. when a forty-four-hour week is worked in accordance with subclause (a) of clause 2.

Overtime.

6. (a) All time worked outside of or in excess of the hours set forth 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 four hours and at double time for any excess beyond four hours.

(b) Overtime shall be calculated daily.

(c) For the purpose of computing the overtime rate of pay during the forty-four-hour-week period in the case of workers on a weekly wage, the additional payment of 10 per cent. shall be deemed to form part of the ordinary wage.

Holidays.

7. (a) The following shall be allowed as holidays and shall be paid for at the same rate as an ordinary day: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Anniversary Day, and the birthday of the reigning Sovereign. In districts where Anniversary Day is not generally observed, Show Day shall be substituted.

(b) If any holiday except Anzac Day 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, in addition to his ordinary wage, be paid double time rates, with a minimum of two hours.

(d) Payment of wages for the said holidays shall be made to all persons who have been employed in the factory at any time during the fortnight ending on the day on which the holiday occurs.

(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. Saturdays and Sundays shall not be counted as working-days.

(f) Should the employment of a worker be terminated after six months' consecutive employment in any year for reasons other than good cause, *pro rata* holidays shall be granted.

Meal-money.

8. (a) All workers employed in a factory shall be paid meal-money in accordance with the provisions of section 23, subsection (6), of the Factories Act, 1921-22, as amended.

(b) Where a worker has been notified that he is required to work overtime and notice has been subsequently withdrawn on the day overtime was to be worked, he shall receive payment for one hour.

(c) No worker shall be employed for more than four hours and one-quarter continuously without an interval of at least three-quarters of an hour for a meal.

Disputes.

9. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Termination of Employment.

10. A worker shall give or receive forty-eight hours' notice of termination of employment: Provided that nothing herein contained is to affect the right of the employer to summarily dismiss a worker for good cause.

Right of Entry upon Premises.

11. (a) The secretary or other authorized officer of the union 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.

(b) Employers shall, once in every six months, if requested by the union, supply a list of workers in their employment.

Terms of Employment.

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

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.

Workers to be Members of Union.

14. (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.)

Application of Award.

15. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when the award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

Scope of Award.

16. This award shall operate throughout the Northern, Wellington, Marlborough, and Westland Industrial Districts.

Term of Award.

17. This award shall come into force on the 13th day of May, 1940, and shall continue in force until the 13th day of May, 1941.

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 8th day of May, 1940.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The matters referred to the Court were definitions, hours, wages, holidays, employment of youths, meal-money, termination of employment, and the scope and term of the award. These the Court has settled. In other respects the award embodies the recommendations of the parties in Conciliation Council.

The union sought to have the Taranaki Industrial District included in the scope of the award, but as no employers in that district were cited the Court has no jurisdiction to include it.

A. TYNDALL, Judge.