

NEW ZEALAND (EXCEPT OTAGO AND SOUTHLAND) **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, Taranaki, Wellington, Marlborough, Nelson, Westland, and Canterbury 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 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.

Aotea Cordial Co., 7 Nelson Avenue, Auckland.

Citrus Products Co., 21 Cobden Street, Newton, Auckland.

Clarke, C. A., and Son, Ltd., Rotorua.

Fruit Juices, Ltd., 7 Nelson Avenue, Auckland.

Grey and Menzies, Ltd. (Head Office), Eden Crescent, Auckland.

Ideal Mineral Water and Cordial Co., Water Street, Onehunga,
Auckland.

Sharpe Bros., 7 Corella Road, Belmont, Takapuna, Auckland.

Wai Wai, Ltd., Great North Road, Grey Lynn, Auckland.

TARANAKI INDUSTRIAL DISTRICT.

Boyd and McCrone, Gis Terrace, Opunake.
 Brieseman, W. A. C., Cordelia Street, Stratford.
 Eltham Cordial Co., Bridge Street, Eltham.
 Hawera Mineral Water Co., Ltd., 68 Argyle Street, Hawera.
 Pike and Waters, Courtenay Street, New Plymouth.
 Taranaki Brewery and Cordials Co., Ltd., New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT

Thomson, Lewis, and Co., Ltd., 103 Tory Street, Wellington.
 Empire Manufacturing Co., Ltd., Hopper Street, Wellington.
 Kempthorne, Prosser, and Co., Ltd. (N.Z.), Victoria Street,
 Wellington.
 Murdoch and Co., Ltd., 133 Taranaki Street, Wellington.
 Phœnix Aerated Water Co., Ltd., 10 Mulgrave Street, Wellington.
 Sharpe Bros., Gordon Place, Wellington.
 Schweppes Ltd., 6 Ballance Street, Wellington.
 Sharland and Co., Ltd., Dixon Street, Wellington.
 Star Aerated Water Co., 7 Hutt Road, Petone.
 Tiki Brewery and Carbonated Water Co., Ltd., Lower Hutt.

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.
 Gilberd 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

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

NELSON INDUSTRIAL DISTRICT

Dodson, J. R., and Son, Ltd., Hardy Street, Nelson.
 Harley, J. H., Ltd., Nelson.

WESTLAND INDUSTRIAL DISTRICT

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

CANTERBURY INDUSTRIAL DISTRICT

Ballins Breweries, Ltd., 9 Byron Street, Christchurch.
 Cairns, T., Colombo Street, Christchurch.
 Clark, D. C., Temuka.
 Cordials Ltd., Timaru.
 Kempthorne, Prosser, and Co., 136 High Street, Christchurch.
 Sharpe Bros., 309A Barbadoes Street, Christchurch.

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 April, 1946, 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 27th day of April, 1945.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Interpretation

1. (a) 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 bottle-washing, but shall not apply to workers already covered by another award.

(b) A casual worker shall mean a worker who is not employed for more than one week continuously.

(c) A cordial-maker 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.

(d) For the purpose of this award a casemaker shall be deemed to be a worker who is employed in making cases or who is substantially employed in repairing cases.

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 foreman	5	15	0
Cordial and syrup makers	5	10	0
Bottlers attending carbonating-machines, and casemakers	5	2	6
All others	5	0	0

(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) Casual workers shall be paid not less than 2s. 9d. per hour.

(d) All wages and overtime shall be paid in cash not later than Thursday in each week and during working-hours.

(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 years	22/-	26/-	30/-	35/-	39/-	44/-	49/-	55/-
16 to 17 years	25/-	29/-	33/-	38/-	42/-	47/-	52/-	..
17 to 18 years	29/-	33/-	37/-	42/-	46/-	51/-	..	..
18 to 19 years	32/-	36/-	40/-	45/-	49/-	..	..	..
19 to 20 years	35/-	39/-	43/-	48/-	..	..	..	..
20 to 21 years	38/-	42/-	..	..	..	..	..	..

Thereafter, not less than £3 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	5	0
16 to 16½ years	1	10	0
16½ to 17 years	1	15	0
17 to 17½ years	2	0	0
17½ to 18 years	2	6	0
18 to 18½ years	2	11	0
18½ to 19 years	2	16	0
19 to 19½ years	3	1	0
19½ to 20 years	3	7	0
20 to 20½ years	3	12	0
20½ to 21 years	3	17	6
Thereafter	5	0	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.

Increase in Rates of Remuneration

6. Except where otherwise provided, all rates of remuneration, including time and piece wages and overtime and any other special payments, provided for in this award shall be increased to the extent and in the manner prescribed by the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively.

EXPLANATORY NOTE.—(1) The general order of the 9th August, 1940, increased rates of remuneration determined by awards and industrial agreements and apprenticeship orders by an amount equal to 5 per cent. thereof.

(2) (a) The general order of the 31st March, 1942, further increased rates of remuneration determined by awards and industrial agreements and apprenticeship orders (inclusive of the 5 per cent. increase provided by the general order of the 9th August, 1940) by an amount equal to 5 per cent. thereof, but excluded from the increase such portion of the remuneration of each worker as exceeded—

(i) The amount of £5 a week in the case of male workers twenty-one years of age and over;

- (ii) The amount of £2 10s. a week in the case of female workers twenty-one years of age and over;
- (iii) The amount of £1 10s. a week in the case of male and female workers under twenty-one years of age; and
- (iv) The amount of £1 10s. a week in the case of apprentices under apprenticeship orders.

(b) The increase in *rates of remuneration* provided by the order referred to in (a) hereof applied to the unexcluded portion of the *remuneration* of each worker, irrespective of his or her total weekly *remuneration*.

(3) The term "*rates of remuneration*" includes time and piece wages and overtime and any other special payments. The term "*remuneration*" means actual earnings, including time and piece wages and overtime and any other special payments.

Overtime

7. (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

8. (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, another 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) Holidays shall be allowed in accordance with the provisions of the Annual Holidays Act, 1944.

Meal-money and Interval

9. (a) The provisions of section 23 (6) of the Factories Act, 1921-22, as amended, regarding meal-money shall apply to every worker covered by this award, except that the meal allowance shall be 2s. in lieu of 1s. 6d. as prescribed in the Act. Clause 6 of this award shall not apply to the rate of 2s.

(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

10. 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

11. Except in the case of a casual, a worker shall give or receive one week's notice of termination of employment: Provided that nothing herein contained shall affect the right of the employer to summarily dismiss a worker for good cause.

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.

General Conditions

13. (a) Where it is necessary for a worker to wear water-proof boots or apron, the same shall be provided by the employer. The question as to whether such equipment is necessary for any worker shall be settled by agreement between the employer and a representative of the union. In default of such agreement, the question shall be settled under clause 10 of this award.

(b) Adequate washing facilities shall be provided for workers.

(c) Workers shall be permitted to have a break of ten minutes each morning and afternoon, provided that there is not a complete cessation or interruption of the work of the factory.

When required by the employer, filling and carbonating machines shall not be left unattended.

Right of Entry upon Premises

14. (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.

Under-rate Workers

15. (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

16. (a) Subject to the provisions of section 18 (5) of the Industrial Conciliation and Arbitration Amendment Act, 1936, 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.

(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

17. 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 this 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

18. This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, and Canterbury Industrial Districts.

Term of Award

19. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of April, 1945, 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 April, 1946.

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 27th day of April, 1945.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The principal matters settled by the Court related to hours of work, all wage-rates, overtime, termination of employment, meal allowance, and general conditions.

In making the award the Court has taken into consideration an application made under the Economic Stabilization Emergency Regulations 1942 by the union of workers for amendment of the existing award. Wages have accordingly been made payable retrospectively to the 1st April, 1945.

Mr. Prime wishes to add that in his view the increases in wage-rates which have been made are greater in some cases than are necessary to preserve a proper relationship with those paid to other workers, having regard to the former position of the workers covered by this award. Other than stating this opinion, Mr. Prime records no formal dissent.

Mr. Monteith is not in agreement, and his dissenting opinion follows.

A. TYNDALL, Judge.

DISSENTING OPINION OF MR. MONTEITH

I dissent from this award.

The forty-four-hour week is not necessary, and it was admitted and proved at the hearing that a large number of factories now work a forty-hour week. Also, the lowest weekly wage for adult workers awarded is insufficient, as after payment of taxation these workers will have only £4 16s. 3d. per week to live on. Comment is needless, in these days of high prices.